



BANK OF MONTREAL

Municipal By-law for Current Expenditures

Municipality of Township of Blandford-Blenheim

BY-LAW No. 1386-2003

WHEREAS the Council of the Corporation deems it necessary to borrow the sum of One Million dollars to meet, until the taxes are collected, the current expenditures of the Corporation for the year:

AND WHEREAS the total of amounts previously borrowed under Section <sup>S.O. 2001</sup> ~~187~~ of the Municipal Act, ~~as amended~~ from time to time, (the "Act"), that have not been repaid are NIL dollars.

AND WHEREAS the amount of the estimated revenues (as defined and interpreted in the Act) of the Corporation as set out in the estimates adopted for the current year and not yet collected (or, if the same have not yet been adopted, the amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year) 2002 is Eight Million Three Hundred Forty Four Thousand and Twenty- dollars;  
Two

AND WHEREAS the amount to be borrowed under this by law and the amounts of borrowings that have not been repaid does not in the aggregate exceed from January 1st to September 30th of the year, 50% of the total, and from October 1st to December 31st, 25% of the total of the estimated revenues of the Corporation as set out above.

BE IT THEREFORE ENACTED by the said Council as follows:

(1) The Head and the Treasurer of the Corporation are hereby authorized on behalf of the Corporation to borrow from time to time, by way of promissory note or banker's acceptance, from Bank of Montreal, a sum or sums not exceeding in the aggregate \_\_\_\_\_ dollars to meet, until the taxes are collected, the current expenditures of the Corporation for the year, including the amounts required for the purposes mentioned in subsection (1) of the said Section ~~187~~, <sup>407</sup> as amended from time to time, and to give, on behalf of the Corporation, to the Bank a promissory note or notes, sealed with the corporate seal and signed by them for the moneys so borrowed, and such other documentation as may be requested by the Bank therefor, with interest at a rate not exceeding PRIME per cent per annum, which may be paid in advance or otherwise.

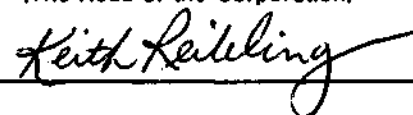
<sup>KR</sup> (2) <sup>407</sup> All sums borrowed from the said Bank, for any or all of the purposes mentioned in the said Section ~~187~~, as amended from time to time, shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years, as and when such revenues are received.

201  
407

(3) The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed pursuant to the authority of this By-law, as well as all the other sums borrowed in this year and any previous years, from the said Bank for any or all of the purposes mentioned in the said Section 407, as amended from time to time, together with interest thereon, all of the moneys hereafter collected or received on account or realized in respect of the taxes levied for the current year and preceding years and all of the moneys collected or received from any other source, which may lawfully be applied for such purpose.

Passed this 2nd day of January, 192003.

  
(The Head of the Corporation)

  
Clerk.

C/S

I hereby certify that the foregoing is a true copy of By-Law No. 1386-2003 of The Corporation of the Township of Blandford-Blenheim in the Province of Ontario, duly passed at a meeting of the Council of the said Corporation duly held, and that the said By-law is in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

As witness the Seal of  
the Corporation

\_\_\_\_\_  
Clerk.

C/S

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1387-2003

Being a By-law to designate certain lands within the Township of Blandford-Blenheim as a Site Plan Control Area.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM enacts as follows:

1. That the lands described as "Lands Designated under Site Plan Control" on the attached Schedule "A" which forms part of this by-law, are hereby designated as a Site Plan Control Area pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended.

By-law **READ** a **FIRST** and **SECOND** time this 2<sup>nd</sup> day of January, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 2<sup>nd</sup> day of January, 2003.

  
Donald S. Woolcott, Mayor

(SEAL)

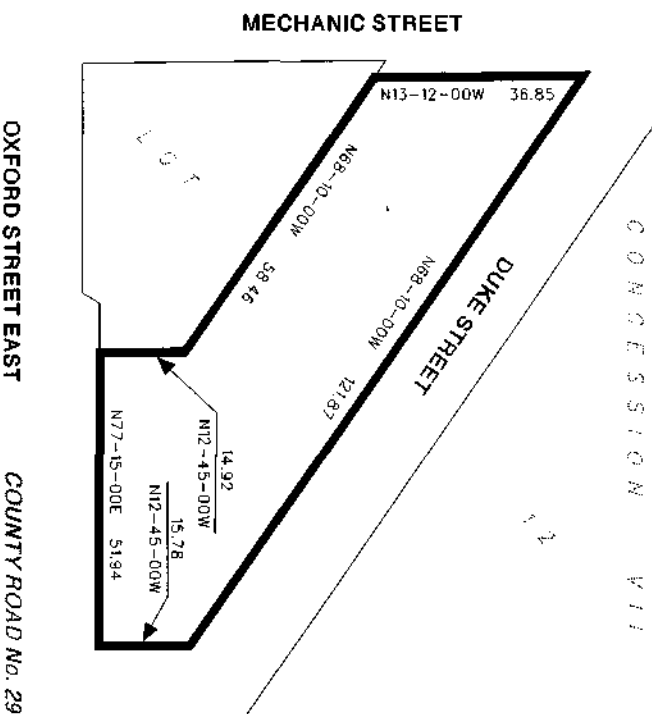
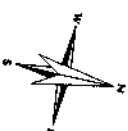
  
Keith Reibling, Clerk-Administrator

# SCHEDULE "A"

TO BY-LAW NO. **1387-2003**

PART OF LOT 12, CONCESSION 7 (BLENHEIM)  
PARTS 4, 8, AND 21, REFERENCE PLAN 41R-5711

TOWNSHIP OF BLANDFORD-BLENHEIM



CONCESSION V1

OXFORD STREET EAST

COUNTY ROAD NO. 29

THIS IS SCHEDULE "A"

TO BY-LAW NO. **1387-2003** PASSED  
THE 2nd DAY OF January, 2003



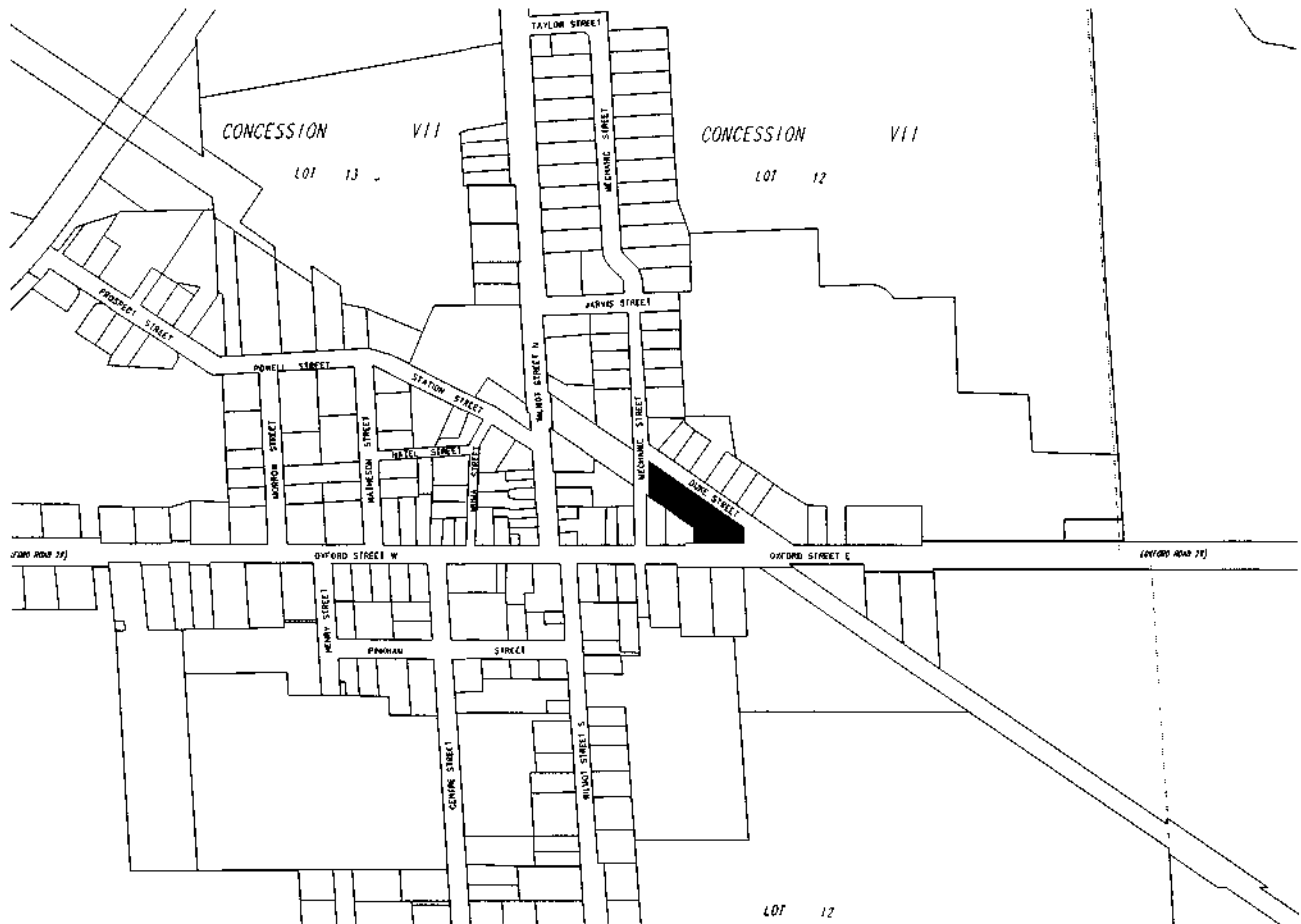
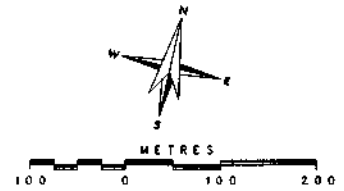
LANDS DESIGNATED UNDER  
SITE PLAN CONTROL



© 2002  
LAND RELEASER INFORMATION SYSTEM  
COUNTY OF SAFFORD

*Donald S. McGillcott*  
MAYOR  
*Keith Reibling*  
CLERK

# KEY MAP



**1387-  
2003**



LANDS TO WHICH BYLAW 1387-2003 APPLIES



© 2002  
LAND-RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1388-2003

Being a by-law to establish an Interim Tax Levy for the year 2003.

**WHEREAS**, Section 317 (1) of the Municipal Act S.O. 2001, provides that the council of a local municipality, before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes.

**AND WHEREAS**, Section 317 (3) of the Municipal Act S.O. 2001 states that the amount levied on a property shall not exceed 50% of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

**NOW THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That for the year 2003 the interim levy shall be levied raised and calculated on all real property taxable and liable to pay the same according the last revised assessment roll in an amount not to exceed **50%** of the total amount of the taxes for municipal and school purposes on the property for the previous year.
2. Local improvement charges for municipal drainage debenture loans, tile drainage debenture loans, the Bright Water System, and the Drumbo Water and Sewage System and the Plattsville Water and Sewage System, shall have  $\frac{1}{2}$  of the total due for the year placed on the interim bill.
4. The said interim tax levy shall be due and payable in two installments to the Township office 47 Wilmot Street S. Drumbo On N0J 1G0 on or before the following dates:

First Installment  
Second Installment


February 21, 2003  
May 22, 2003

By-law **READ** a **FIRST** and **SECOND** time this 15<sup>th</sup> day of January 2003.

By-Law **READ** a **THIRD** time and **ENACTED** in Open Council this 15<sup>th</sup> day of January, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1389-2003

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Donald Reid, Jennifer Reid, Kenneth Reid and Alicia McManus.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Consent Application Number B-81/02 (David and Deborah Brighton) has granted one (1) severance subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lot.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the new owners (Donald Reid, Jennifer Reid, Kenneth Reid and Alicia McManus) of the property to effect proper development of One (1) residential lot, being composed of Part of Lot 12, Concession 6, (former Blenheim), more particularly described as Part 2 on Reference Plan 41R-7115.

**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated January 13th, 2003, for developing lands, being composed of Part of Lot 12, Concession 6 (former Blenheim), more particularly described as Part 2 on Reference Plan 41R-7115, between Donald Reid, Jennifer Reid, Kenneth Reid and Alicia McManus and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 5<sup>th</sup> day of February, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 5th day of February, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

<p style="text-align: center; font-size: 1.2em;">490358</p> <p>Number.....</p> <p><b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center;">2005 -09- 08</p> <p>at 1624 <i>mx</i> Land Registry Office No. 41 Land Registrar</p> <p>New Property Identifiers <span style="float:right">Additional: See Schedule <input type="checkbox"/></span></p> <p>Executions <span style="float:right">Additional: See Schedule <input type="checkbox"/></span></p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 1 pages	(3) Property Identifier(s) Block Property 00290 0132	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document <b>RELEASE OF CONSENT AGREEMENT</b>			
	(5) Consideration n/a <span style="float:right">Dollars \$</span>			
	(6) Description  In the Township of Blandford-Blenheim, formerly in the Township of Blenheim, in the County of Oxford, being composed of Part of Lot 12, Concession 6 (Blenheim), described as PART 2 on Reference Plan 41R-7115.			
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>			
	(8) This Document provides as follows:			

Release of Consent Agreement registered on the 7<sup>th</sup> day of February, 2003,  
as Instrument #463015, between Donald Reid, Jennifer Reid, Kenneth Reid,  
Alicia McManus and the Corporation of the Township of Blandford-Blenheim.

The terms of this agreement have been complied with and this release is  
final in nature and does not require any subsequent confirmation.

Continued on Schedule ☐

(9) This Document relates to instrument number(s) <b>Agreement Number 463015</b>			
(10) Party(ies) (Set out Status or Interest)			
Name(s) <b>THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM</b>	Signature(s) <i>Donald S. Woolcott</i> Donald S. Woolcott, Mayor  <i>Keith Reibling</i> Keith Reibling, Clerk-Administrator	Date of Signature Y M D 2005 09 07  2005 09 07	
(11) Address for Service <b>47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0</b>			
(12) Party(ies) (Set out Status or Interest)			
Name(s)	Signature(s)	Date of Signature Y M D	
(13) Address for Service			
(14) Municipal Address of Property <b>76 Wilmot Street South Drumbo, Ontario. N0J 1G0</b>			
(15) Document Prepared by: <b>Keith Reibling, Clerk-Administrator, Township of Blandford- Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</b>			
FOR OFFICE USE ONLY		Fees and Tax	
		Registration Fee <b>60</b>	
		Total <b>60</b>	



<p style="text-align: center; font-size: 1.2em;"><b>463015</b></p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 1.1em;">2003-02-07</p> <p>at 9:41 Land Registry Office No. 41 <i>M. Z. Green</i> Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 14 pages</p>
	<p>(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/></p> <p style="text-align: center;">00290 0088</p>
	<p>(4) Nature of Document Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.</p>
	<p>(5) Consideration ---nil----- Dollars \$</p>
	<p>(6) Description In the former Township of Blenheim, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Part of Lot 12, Concession 6 (Blenheim), described as PART 2 on Reference Plan 41R-7115.</p>
<p>Additional: See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature
		Y M D
THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM (the "Township")		
by its Clerk-Administrator Keith Reibling	<i>Keith Reibling</i>	2003 02 05

(11) Address for Service 47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature
		Y M D
DONALD REID		
JENNIEER REID		
KENNETH REID		
ALICIA McMANUS		

(13) Address for Service 76 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

(14) Municipal Address of Property  
80 Wilmot Street South,  
Drumbo, Ontario.  
N0J 1G0

(15) Document Prepared by:  
Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
N0J 1G0

Fees and Tax	
Registration Fee	
Total	

**CONSENT AGREEMENT**

**BRIGHTON (McManus/Reid) SEVERANCE**

**PART OF LOT 12, CONCESSION 6, (Part 2)**

**TOWNSHIP OF BLANDFORD-BLENHEIM**  
(FORMERLY TOWNSHIP OF BLENHEIM)

THIS AGREEMENT made on the 13 day of January, 2003

BETWEEN:

DONALD REID, JENNIFER REID,  
KENNETH REID & ALICIA McMANUS  
Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM  
Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create one new building lot along the east side of Wilmot Street South, County Rd. 3, north of Maitland Street in the Village of Drumbo, municipally known at 80 Wilmot Street South, hereinafter called the new building lot;

AND WHEREAS the County of Oxford Land Division Committee (Application Number B-81/02) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated October 3, 2002, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

1.2 All work to conform to approved plan

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan hereto attached, required by, and in accordance with the sections of, this agreement. All approved plans are to be initialed by the Township Engineer.

1.3 Construction Within County Right-of-Way

Work done within the road right-of-way by either the owner or lot purchaser shall be done to the County's satisfaction.

1.4 Owner to notify lot purchaser of his obligations

The Owner agrees to notify the lot purchaser of his obligations of construction re the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

1.5 Owner to employ Engineer for design

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lot showing the grading and drainage, the driveway and boulevard work. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

1.6 Other Work

If at any time during the construction for the new building lot it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

1.7 Liability

Until the Council of the Township shall have accepted all the work with respect to the new building lot, as evidenced by the Engineer's Certificate of Lot Grading of Section 17, the Owner and/or the Lot Purchaser of the new lot agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

1.8 Intent

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

2. DRAINAGE ACT MATTERS

2.1 Drumbo Drainage Works 1993

- a) In accordance with Page 34 of the Drainage Report, since a connection to the drain from the lot to be serviced herein was provided, the Owner shall be assessed a lump sum special benefit assessment of \$500. This amount shall be applied against the costs of construction of the service as being borne by the County of Oxford and/or Township.
- b) Also and pursuant to Page 35 of the Drainage Report, the owner shall pay the lump sum of \$2,000 prior to issuance of the building permit. As per Section 66(3)

of the Act, this sum is to be placed in a special fund to be used by the Township for future maintenance of the drain.

- c) With respect to future maintenance provisions, the Owner is to be assessed an equal portion for maintenance similar to adjacent lots as outlined on Page 35 of the Drainage Report.

2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act

The Owner agrees to notify the lot purchaser of their obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act.

3. OTHER DRAINAGE MATTERS

3.1 Grading of Lot (To Provide Proper Drainage)

The Owner agrees to grade the new building lot as shown on the approved plan, and/or to notify the lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.

3.2 Private Drain Connection

The Owner agrees to notify the lot purchaser of its obligation to construct any private drain connection, back water valve, and sump pump as outlined in Schedule 'C' hereto.

4. DRIVEWAY

4.1 General

The Owner agrees to notify the lot purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall initially consist of granular and shall ultimately be finished using a hard surfacing material, either asphalt, concrete or paving blocks.

4.2 Permits

The Owner shall advise each lot purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

4.3 Specifications

The driveway shall be constructed in accordance with the requirements of Schedule C.

5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES

5.1 General

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lot. Connections from the main lines of the services into the lot will be the responsibility of the lot purchaser.

6. STREET LIGHTING

6.1 Paying into Reserve Account

The Owner agrees to pay the sum of \$100.00 to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deed.

7. SIDEWALKS

7.1 Paying into Sidewalk Reserve Account

The Owner agrees to pay the sum of \$500 to the Township, which sum is to be deposited into the Township's Reserve Account for Sidewalk Extensions,

Improvements and Maintenance. This sum shall be payable prior to the deed being stamped.

8. PARKLAND FEES

The Owner agrees to pay a sum of Seven Hundred Dollars (\$700) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deed.

9. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS

The County may hold the Owner or lot purchaser liable for any damages to the existing roads that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any curb, any utility, any sign and any other works in the boulevards.

10. BOULEVARDS

Upon completion of all work on the lot and in the road allowances, to a degree as required by the County, the affected boulevard areas shall be regraded, topsoiled and sodded.

11. WATER SUPPLY

a) Connection Charges

The Owner is currently identified in County of Oxford, Bylaw No. 3970-2000, Schedule B as property code 250-13703-01, Wilmot Street South and is therefore paying the appropriate water service charge for a vacant serviced lot.

b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual water system fees under Schedule A of Oxford County Bylaw 4178-2002. These fees will be transferred from Schedule B, flat rate within the By-law to Schedule A, flat rate, ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

d) Development Charges

In accordance with the Schedule of Drumbo Water and Sanitary Sewer Area Specific Development Charges", Bylaw 3913-99, as amended, the Owner shall pay to the Township (due to the County of Oxford) the sum of \$1,216.00 prior to the stamping of the deed.

12. SEWAGE DISPOSAL

a) Connection Charges

The Owner is currently identified in County of Oxford, Bylaw No. 3970-2000, Schedule B as property code 250-13703-01, Wilmot Street South and is therefore paying the appropriate sanitary sewer service charge for a vacant serviced lot.

b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a sewage line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual sewage system fees under Schedule B of Oxford County Bylaw 4178-2002. These fees will be transferred from Schedule B, flat rate within the By-law to Schedule A, flat rate, ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

d) Development Charges

In accordance with the Schedule of Drumbo Water and Sanitary Sewer Area Specific Development Charges", Bylaw 3913-99, as amended, the Owner shall pay to the Township (due to the County of Oxford) the sum of \$3,394.00 prior to the stamping of the deed.

13. CONSTRUCTION ON THE LOT

13.1 Work to be in Accordance with Approved Plan

All work on any new building lot created must be in accordance with the approved plan as defined in Section 1.2.

13.2 Lot Purchaser's Obligation to Prepare Site Plan

The Owner agrees to prepare or to advise the lot purchaser of its obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall provide that the dwelling and driveways shall generally be in the same locations as shown for Part 1 on the approved plan. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.

13.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits

The revised plan required by Section 13.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

13.4 Deposits, Certificate of Lot Grading

These matters shall be attended to in accordance with Section 17 hereto.

13.5 Timing

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

13.6 Changes

All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

13.7 Ultimate Responsibility

All security monies provided by the Owner or the lot purchaser pursuant to Sections 1.1 and 17.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lot, these securities will be released to the current owners of the building lot.

14. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES

14.1 Review of Plans, Assistance in Finalizing the Consent Agreement

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any

reviews, meetings, negotiations and/or servicings to finalize this Consent Agreement and to participate in, review and/or approve any construction.

14.2 Inspection of Construction by Township Engineer

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.

14.3 Township Legal and Engineer's Costs

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 17 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

14.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser

These services of the Township Engineer will be separate from the above and are covered in Section 17 hereto.

15. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED

Prior to the Township's stamping of the deed for the new building lot created, the Owner shall if applicable:

1. Have paid the sum for Drainage Assessment as required by Section 2.1(a).
2. Have paid the sum for street lighting as required by Section 6.
3. Have paid the sum for sidewalks as required by Section 7.
4. Have paid the sum for parkland fees as required by Section 8.
5. Have paid the water supply development charge sum as required by Section 11(d).
6. Have paid the sewage disposal development charge sum as required by Section 12(d).
7. Have paid all outstanding accounts of the Township, including those required by Section 14.3.
8. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 19.
9. Have executed this agreement with the Township.

16. BUILDING PERMITS

16.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 13.2 must be approved. A building permit format shall be used whereby the Owner shall not receive permission to frame until the foundation has been certified. The Owner shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

16.2 Development Charges

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

16.3 Other Matters to be Attended to Prior to Issuance of a Building Permit

- a) Provide security deposit for lot grading and driveway construction.
- b) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- c) Obtain the entrance permit from the applicable authority.

17. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS

17.1 Amount of Security

To ensure that the Owner, lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with site plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

17.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

17.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

17.4 Township Engineer's Costs

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$250.00. Multiple trips or revisions to the plan may increase these fees.

17.5 Release of Security

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

17.6 Completion of Lot Grading

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

17.7 Definition

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

18. DEFAULT

In addition to any other remedy which the Township may have against the Owner or Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:



- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Part XIV, Enforcement; being Section 427 of the Municipal Act, SO 2001, and amendments thereto.

## 19. REGISTRATION OF THIS AGREEMENT

- 19.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.
- 19.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

## 20. EASEMENTS, BLOCKS

None are required.

## 21. MISCELLANEOUS

### 21.1 Agreement to Enure

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, the lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the lot and with respect to finishing of the driveways and boulevards.

### 21.2 Variations

All work is to be in accordance with the approved plans and in accordance with the site plans to be prepared for the lot subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

## 22. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

OWNER

Mun

Donald Reid  
Per Donald Reid

Jennifer Reid  
Per Jennifer Reid

Kenneth Reid  
Per Kenneth Reid

McManus

Alicia McManus  
Per Alicia McManus

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM

(SEAL)

Donald S. Woolcott  
Donald S. Woolcott, Mayor

Keith Reibling  
Keith Reibling, Clerk-Administrator

SCHEDULE "A"

Agreement Dated the 13<sup>th</sup> day of January, 2003.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of part of Lot 12, Concession 6, and more particularly described as Part Two on Reference Plan 41R-7115.

SCHEDULE "B"

CONSENT CONDITIONS

In the case of an Application for Consent as made under Section 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

East side of Wilmot Street South (Oxford Road 3), north of Maitland Street, in the Village of Drumbo - municipally known as 80 Wilmot Street South

Part Lot 12, Concession 6, Township of Blandford-Blenheim, formerly Blenheim.

CONDITIONS:

1. *The County of Oxford Department of Public Works advise the Secretary-Treasurer of the Land Division Committee that all financial requirements of the County of Oxford with respect to the provision of water and sewer services to the severed and retained lands have been complied with.*
2. *Drainage assessment re-apportionment be undertaken pursuant to Section 65 of the Drainage Act, R.S.O., 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
3. *The applicant enter a Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township.*
4. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
5. *All stated conditions must be satisfied pursuant to Subsection 20, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 22, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall elapse.*

*Dated this 3<sup>rd</sup> day of October, 2002.*

SCHEDULE "C"

C.1 DRAINAGE

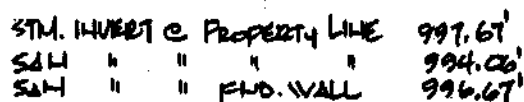
- a) Roof Drainage  
Roof drainage shall discharge onto the surface.
- b) Lot Drainage  
-surface flow  
-to be in accordance with approved plan
- c) Foundation Drainage  
- one of the following alternatives is acceptable
  - i) sump pump, pumped over foundation wall and discharged by gravity to PDC
  - ii) weeping tiles connected by gravity to PDC

C.2 DRIVEWAY

- a) Dimensions  
The minimum width shall be 3.5m and the maximum width shall be 6.0m.
- b) Materials  
250mm minimum of Granular A  
50mm minimum of HL3 asphalt or driveway paving stones, or 150mm of reinforced concrete.

C.3 BOULEVARD CONSTRUCTION

Boulevard to be topsoiled and sodded.



## 20.0

---1000.0--- EXIST. CONTOURS  
 +1000.00 EXIST. SPOT ELEVATIONS  
 +1000.00 EX. " " " TO REMAIN  
 +1000.00 PROPOSED ELEVATIONS.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1390-2003

Being a By-law to fix salaries, wages, and other employment matters to be paid to Council members, employees, various officers and servants of the municipality for the year 2003 and 2004.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

**AND WHEREAS** the municipality has several employees, officers and servants employed to provide services for the Council and residents of the municipality.

**AND WHEREAS** Council deems it advisable to establish by by-law the salaries, wages, and other employment matters to be paid to Council members, employees, various officers and servants of the municipality for a 2 year period.

**NOW THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

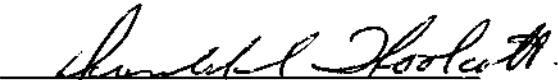
1. That the salaries and wages for full-time and part-time employees to be paid for the years 2003 and 2004 shall be as set forth in Schedule "A" attached hereto.
2. That the salaries and wages for part-time and casual employees to be paid for the years 2003 and 2004 shall be as set forth in Schedule "B" attached hereto.
3. That the salaries and travel allowance for Council members to be paid for the years 2003 and 2004 shall be as set forth in Schedule "C" attached hereto.
4. That the salaries and wages for the fire department employees to be paid for the years 2003 and 2004 shall be as set forth in Schedule "D" attached hereto.
5. That the salaries and wages for the canine licensing enforcement officer, fence-viewers, livestock valuers, and property standards committee to be paid for the years 2003 and 2004 shall be as set forth in Schedule "E" attached hereto.

By-law Number **1390-2003** Cont'd.:


6. All other employment matters such as clothing allowances, overtime provisions, travel allowances, convention and seminar policies etc. to be paid for the years 2003 and 2004 shall be as set forth in Schedule "F" attached hereto.
7. That the actual salaries and wages paid to individual employees contained in Schedule "A" attached hereto shall not be released as public information in accordance to provisions contained in the Municipal Freedom of Information and Protection of Privacy Act.
8. That minor amendments to any portion of this by-law during the term of the by-law may be done by resolution of Council.
9. That the provisions of this by-law are deemed to have taken full force and effect on the 14th day of December, 2002 and shall remain in force until repealed.
10. That this by-law may be cited as the Township of Blandford-Blenheim 2003 and 2004 Salary and Wage By-law.

By-law **READ** a **FIRST** and **SECOND** time this 5th day of February, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 5th day of February, 2003.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator



**SCHEDULE "A"****2003 SALARY STRUCTURE**

LEVEL	POSITION TITLE	Minimum 90%	Midpoint 95%	Maximum 100%
1.	Arena Labourer	\$13.18/hr.	\$13.92/hr.	\$14.66/hr.
2.	Arena Worker	14.24/hr.	15.04/hr.	15.82/hr.
3.	Arena Bookkeeper Accounting Clerk Clerk Typist	153.83 15.37/hr. "	162.38 16.22/hr. "	170.93 17.08/hr. "
4.	No positions	85% 1,098.63	92.5% 1,195.57	100% 1,292.51
5.	Road Worker	15.01/hr.	16.34/hr.	17.65/hr.
6.	Road Foreman - Full-time/Part-time	17.79/hr.	19.36/hr.	20.93/hr.
7.	CBO, Drainage Superintendent Facility Manager Fire Chief, Building Inspector	1,583.23 " "	1,722.92 " "	1,862.62 " "
8.	No Positions	1,657.52	1,803.76	1,950.02
9.	Treasurer/Collector Road Manager	1,735.23 "	1,888.34 "	2,041.46 "
10.	No positions	1,816.61	1,976.91	2,137.19
11.	No positions	1,901.81	2,069.63	2,237.44
12.	No positions	1,990.60	2,166.23	2,341.87
13.	Clerk-Administrator	2,084.17	2,268.07	2,451.97

All amounts listed are Bi-Weekly, unless denoted otherwise.

Effective December 14th, 2002.

Approved by Council February 5th, 2003.

**SCHEDULE "A"**  
**2004 SALARY STRUCTURE**

LEVEL	POSITION TITLE	Minimum 90%	Midpoint 95%	Maximum 100%
1.	Arena Labourer	\$13.58/hr.	\$14.34/hr.	\$15.10/hr.
2.	Arena Worker	14.67/hr.	15.49/hr.	16.29/hr.
3.	Arena Bookkeeper Accounting Clerk Clerk Typist	158.44 15.83/hr. "	167.25 16.71/hr. "	176.06 17.59/hr. "
4.	No positions	85% 1,131.59	92.5% 1,231.44	100% 1,331.29
5.	Road Worker	15.46/hr.	16.83/hr.	18.18/hr.
6.	Road Foreman - Full-time/Part-time	18.32/hr.	19.94/hr.	21.56/hr.
7.	CBO, Drainage Superintendent Facility Manager Fire Chief, Building Inspector	1,630.73 " "	1,774.61 " "	1,918.50 " "
8.	No Positions	1,707.25	1,857.87	2,008.52
9.	Treasurer/Collector Road Manager	1,787.29 "	1,944.99 "	2,102.70 "
10.	No positions	1,871.11	2,036.22	2,201.31
11.	No positions	1,958.86	2,131.72	2,304.56
12.	No positions	2,050.32	2,231.22	2,412.13
13.	Clerk-Administrator	2,146.70	2,336.11	2,525.53

All amounts listed are Bi-Weekly, unless denoted otherwise.

Effective December 13th, 2003.

Approved by Council February 5th, 2003.

By-law Number 1390-2003

**SCHEDULE "B"**

**2003 CASUAL WORKER RATES**

**ARENA**

**Casual**

Junior Arena Worker	\$6.85 (effective Jan. 1 /95) per hr.
Senior Arena Worker	\$9.92 (per hr.)
Junior Booth Worker	Student Rate Jan. 1/95 Minimum Wage - \$6.85 under 18 - \$6.40
Labour - Operator	\$12.75 per hour

**OFFICE**

Office Custodian	\$185.40 per month (per Job Description/Agreement dated May 16, 2001)
Labour-General	\$ 8.30 per hour

**ROADS**

Labour - General	\$ 8.30 per hour
Labour - Operator	\$12.75 per hour

Effective December 14th, 2002.

Approved by Council February 5th, 2003.

**SCHEDULE "B"**

**2004 CASUAL WORKER RATES**

ARENA

Casual

Junior Arena Worker	\$ 6.85 (effective Jan.1 /95) per hr.
Senior Arena Worker	\$10.22 (per hr.)
Junior Booth Worker	Student Rate Jan. 1/95 Minimum Wage - \$6.85 under 18 - \$6.40
Labour - Operator	\$13.13 per hour

OFFICE

Office Custodian	\$190.96 per month (per Job Description/Agreement dated May 16, 2001)
Labour-General	\$ 8.55 per hour

ROADS

Labour - General	\$ 8.55 per hour
Labour - Operator	\$13.13 per hour

Effective December 13th, 2003.

Approved by Council February 5th, 2003.

**SCHEDULE "C"**

**2003 COUNCIL RATES**

		Per Annum
<u>MAYOR</u>	\$766.16 per month	(\$9,193.92)
<u>COUNCILLORS</u>	\$648.76 per month	(\$7,785.12)

Effective January 1st, 2003.

**2004 COUNCIL RATES**

		Per Annum
<u>MAYOR</u>	\$789.14 per month	(\$9,469.68)
<u>COUNCILLORS</u>	\$668.22 per month	(\$8,018.64)

Effective January 1st, 2004.

Plus .36 cents per kilometre for the distance travelled in the performance of such duties outside the municipality apart from attendance at general or specific meetings by Council.

Approved by Council February 5th, 2003.

**SCHEDULE "D"**

**2003 FIRE DEPARTMENT SALARIES**

Be it Resolved that Council adopts the following wage schedule for the volunteer fire departments, effective December 1, 2002:

- Deputy-Chief/District Chief (1) - \$1,599.59 per annum
- District Chief (3) - \$1,459.51 per annum
- Eight (8) Captains (Two (2) for Each Station) - \$605.64 per annum each
- Four (4) Bookkeepers - (One for Each Station) - \$154.50 per annum each
- Firefighting - \$24.18 per hour
- Practices and Mutual Aid Meetings - \$20.16
- Day Training Seminars and CPR and First Aid Training, when approved by the Fire Chief shall be paid in accordance with the following for all Fire Department personnel:
  - Day Training Seminar - \$132.87 per day
  - Initial Standard First Aid and CPR Course - \$100.94
  - Recertification for First Aid and CPR - \$20.16
  - Travel Allowance - \$.36 per kilometre
  - First Responder Course - \$46.35

**2004 FIRE DEPARTMENT SALARIES**

Be it Resolved that Council adopts the following wage schedule for the volunteer fire departments, effective December 1, 2003:

- Deputy-Chief/District Chief (1) - \$1,647.58 per annum
- District Chief (3) - \$1,503.30 per annum
- Eight (8) Captains (Two (2) for Each Station) - \$623.81 per annum each
- Four (4) Bookkeepers - (One for Each Station) - \$159.14 per annum each
- Firefighting - \$24.91 per hour
- Practices and Mutual Aid Meetings - \$20.76
- Day Training Seminars and CPR and First Aid Training, when approved by the Fire Chief shall be paid in accordance with the following for all Fire Department personnel:
  - Day Training Seminar - \$136.86 per day
  - Initial Standard First Aid and CPR Course - \$103.97
  - Recertification for First Aid and CPR - \$20.76
  - Travel Allowance - \$.36 per kilometre
  - First Responder Course - \$47.74

Approved by Council February 5th, 2003.

**SCHEDULE "E"**

**2003 and 2004 SALARY STRUCTURE**

The following salary and wage rates shall apply for the positions listed:

1. The **By-law Enforcement Officer** listed in By-law Number 1335-2001, and amendments thereto, shall be paid the following wage and travel allowance when requested to serve to enforce the penalties Section of By-law Number 1313-2000, and amendments thereto, being the Township's Dog By-law:
  - \$22.50 per hour plus \$0.36 per kilometer commencing from the Municipal Office
2. The **Fence-Viewers** appointed by By-law Number 1041-95, and amendments thereto, shall be paid the following salary and travel allowance when requested to serve:
  - \$40.00 per half day or \$80.00 per full day, plus \$0.36 per kilometer commencing from the Municipal Office
3. The **Livestock Valuers** appointed by By-law Number 1041-95, and amendments thereto, shall be paid the following wage and travel allowance when requested to serve:
  - \$14.00 per hour (2 hour minimum), plus \$0.36 per kilometer commencing from the Municipal Office.
4. The **Property Standards Committee** members appointed by By-law Number 940-92, and amendments thereto, shall be paid the following wage and travel allowance when requested to serve:
  - \$14.00 per hour (2 hour minimum), plus \$0.36 per kilometer commencing from the Municipal Office.

Approved by Council February 5th, 2003.

**SCHEDULE "F"**

**OTHER RELATED EMPLOYMENT MATTERS - 2003 and 2004**

**1. Clothing Allowances:**

The Township will pay for the actual amount expended up to the Maximum listed for all **Road Department** employees on an annual basis:

- safety boots - \$100.00
- summer T-shirt (3), safety colour

The Township will also provide, when required, (to remain at the shop) other necessary items for safety: winter bomber coat, with safety stripping; winter bib-overall, with safety stripping; summer coverall, with safety stripping; safety hat and safety eye goggles. Other clothes items for specific tasks: eg. gloves, rain boots and gear, summer shop coveralls etc. will also be provided. Appropriate safety items are to be worn in view at all times.

The Township will pay for the actual amount expended up to the Maximum listed for all **Arena and Parks Department** employees on an annual basis:

- safety boots - \$100.00 (full-time employees)
- work shirts with Arena staff logo stitched on (2 for full-time & 1 for part-time)
- ball cap with Arena staff logo stitched on (1 for all full-time & part-time staff)

The Township will also provide, when required, (to remain at the arena) other necessary clothes for specific tasks: eg. gloves, summer shop coveralls, winter jackets for ice making procedures, safety hat, safety eye goggles etc. Identification clothing to be worn at all times at work, as well as safety items at the appropriate times.

The Township will pay the actual amount expended up to the Maximum listed for the **Chief Building Official/Drainage Superintendent and Fire Chief, Building Inspector** on an annual basis:

- safety boots - \$100.00

The Township will also provide, when required, other necessary clothes for specific tasks: eg. gloves, rain boots and gear, summer and winter coveralls, safety hat etc. Safety items are to be worn at the appropriate times.

2. Hourly rated road employees shall receive time and one-half before 7:00 A.M. and after 4:00 P.M. Monday through Friday, Time and one-half will be allowed on Saturdays and all municipal holidays, as well as on all Statutory Holidays, with the exception of Christmas Day, Boxing Day, New Year's Day and Sundays, where two times the normal rate shall be paid. A minimum guarantee of 3 hours pay, at the applicable rate for weekends and holidays will be paid for each day called in.
3. Salaried Employees shall receive overtime for all hours worked on their normal week-end and all statutory holidays. The overtime shall be paid as straight time by dividing their normal bi-weekly hours into their bi-weekly salary rate.



By-law Number **1390-2003**

4. **Travel Allowances:**

- 4.1 **Clerk-Administrator/Facility Manager:** Vehicle allowance - \$28.85  
bi-weekly - stand-by\*, plus 36¢  
per km. for travel associated with work, apart from the  
distance normally travelled to the place of employment.

\* Stand-by is reduced by the actual travel accumulated  
in excess of \$28.85 bi-weekly, calculated on an annual basis.

- 4.2 **CBO/Drainage Superintendent and Fire Chief, Building Inspector:**  
Vehicle provided from the office. Vehicle can  
be taken to place of residence for work related duties,  
under the direction of the immediate supervisor. For  
convenience purposes Section 4.4 may also apply.

- 4.3 **Road Manager & Road Foreman Full-time/Part-time:** Vehicle provided from  
residence. Taxable  
benefits for personal use of vehicle will apply in accordance  
with Income tax policies.

- 4.4 **GENERAL:** All other employees required to provide work related  
travel, not specifically mentioned, shall be paid 36¢  
per km. commencing at the place of employment. The  
spare road department vehicle is to be made available to  
all Township Departments from time to time.

5. The Road Foreman - Full-time/Part-time position shall be in effect when the Road  
Manager is on vacation, sick, bereavement leave or away for other job related  
meetings in excess of 5 hours. The provisions outlined in Section 2 herein apply  
to the Road Foreman - Full-time/Part-time position.

6. The following policy is established for Council Members and Municipal Officials  
attending Conventions and Seminars:

The Township will pay the following expenses:

- a) Registration Fees
- b) Hotel Accommodations
- c) Transportation Costs
- d) Parking Fees
- e) \$53.00 per day or part thereof for miscellaneous expenses where overnight  
accommodation is involved.

Expense for One Day Training sessions and seminars will be reimbursed upon  
submission of receipts for actual expenses incurred.

Adopted by Council on February 5th, 2003.

KEITH REIBLING, A.M.C.T., Clerk-Administrator  
MAUREEN SIMMONS, A.M.C.T., Treasurer/Collector  
WILLIAM VANCE, Road Manager  
JAMES WATSON, C.E.T., Building and Drainage Inspector



P.O. Box 100  
Telephone: (519) 463-5347  
Fax: (519) 463-5881

**TOWNSHIP OF BLANDFORD-BLENHEIM**  
47 Wilmot Street South  
**DRUMBO, ONTARIO**  
N0J 1G0

March 24, 2003.

TO: RICK RICHARDSON, Fire Chief


RE: Wages for the Fire Department – Prevention/Educators and Training Facilitators

At the March 19<sup>th</sup>, 2003, regular meeting of Council, the wages were established for the above, and as indicated in the following resolution:

“Whereas Council approved the recommendation of the Fire Chief to hire Fire Department personnel to serve as Prevention/Educators and Training Facilitators at their February and March, 2003 day meetings. Be it Resolved that Council adopts the following wage schedule for Fire Prevention and Training Facilitators:  
Effective March 1, 2003 - \$15.00 per hour  
Effective December 1, 2003 - \$15.45 per hour”

Please forward this information to the appropriate persons in the fire department.

Yours truly,

  
Keith Reibling,  
Clerk-Administrator.

KR:ah  
encl.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1391-2003

Being a By-law to appoint a Committee of Adjustment for the Township of Blandford-Blenheim.

**WHEREAS** Section 44 (1) of the Planning Act, R.S.O. 1990, Chapter P.13, and amendments thereto, provides that Council may by by-law constitute and appoint a committee of adjustment for the municipality since they have enacted a zoning by-law.

**AND WHEREAS** Section 44 (3) of the Planning Act states that the term of office for committee members who are members of a municipal council shall be annual.

**AND WHEREAS** Section 59 (2) of the County of Oxford Act deemed the Council of each area municipality to be a Committee of Adjustment under the Planning Act.

**AND WHEREAS** Section 484 (2) of the Municipal Act, S.O. 2001, Chapter 25, repealed the County of Oxford Act.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Committee of Adjustment for the Corporation of the Township of Blandford-Blenheim is hereby constituted and the following persons are hereby appointed as its members for the term ending November 30, 2003, or until their successors are appointed at the inaugural Council meeting.
  - 1) Donald S. Woolcott (Chairperson)
  - 2) Gail Ashby
  - 3) Jeff Glendinning
  - 4) Kenn Howling
  - 5) Marion Wearn
2. That the provisions of this by-law are deemed to have taken full force and effect on the 1st day of January, 2003, and shall remain in force until repealed.

By-law **READ** a **FIRST** and **SECOND** time this 5<sup>th</sup> day of February, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 5<sup>th</sup> day of February, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1392-2003

Being a By-law to authorize the Mayor and Clerk-Administrator to enter into an Agreement to sell pit run material from the Township Road #12 road allowance and authorize the purchase of pit run material from Oxford Sand & Gravel Limited.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

**AND WHEREAS** the municipality desires to enter into an agreement to have the granular material removed from Township Road #12 in co-operation with the licensed gravel pit operation on the north and south side of the original road allowance at Lots 23 and 24 (former Blenheim).

**AND WHEREAS** Council deems it advisable to remove granular material from the setback required from a licensed pit operation from other properties and lower the original Township Road #12 road allowance to a new elevation to accommodate the extraction.


**NOW THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:


1. That the Mayor and the Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim an Agreement with E & E McLaughlin Aggregates Ltd., the Pit Owner and Oxford Sand & Gravel Limited, the Pit Operator for the removal of material from Township Road #12 and the supply of granular material used in conjunction with the annual gravel resurface program.

By-law **READ** a **FIRST** and **SECOND** time this 5th day of February, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 5th day of February, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THIS AGREEMENT made, in duplicate, this 1st day of February, 2003.

BETWEEN: **E & E McLAUGHLIN AGGREGATES LTD.,**  
hereinafter called "Pit Owner" OF THE FIRST PART

**RECEIVED**

MAY 14 2003

Blandford-Blenheim Twp.  
Clerk's Office

AND

**OXFORD SAND & GRAVEL LTD.,**  
hereinafter called "Pit Operator" OF THE SECOND PART

AND

**THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM,**  
hereinafter called the "Township" OF THE THIRD PART

**WHEREAS** the Pit Owner entered into a 5 Year Agreement with the Township on October 1<sup>st</sup>, 1997, respecting reconstruction of Township Road #12 located in front of Lots 23 and 24, abutting Concessions 11 and 12 (former Blenheim).

**AND WHEREAS** the Pit Owner, Pit Operator and Township, desire to continue in a working relationship to supply pit run material and extract material from the original Township Road #12 road allowance and the licensed gravel pits located north and south of the said road allowance.

**NOW THEREFORE WITNESSETH THAT** in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. The Township agrees to purchase their "A" Gravel requirements for road resurfacing at a price of \$1.90 per tonne for the "B" material provided by the Pit Operator with the Township tendering and paying for the crushing, loading and delivery of the "A" gravel onto the Township roads.
2. The Pit Operator is not required to supply the "B" material to the Township in any given year provided notification is received by January 15 of the current year advising that the material is not available.
3. The Township will continue to permit the Pit Owner and/or Pit Operator to extract materials from the original Road Allowance known as Township Road No. 12.
4. The Pit Owner shall pay to the Township One Dollar (\$1.00) per cubic meter for all aggregate material removed from within the limits of the original road allowance known as Township Road #12. The determination of the quantity of Township aggregate so removed shall be established by cross-section before and after excavation, as determined by K. Smart Associates Limited, at the expense of the Pit Owner, with payment made to the Township no later than December 15 during the year of extraction.
5. The Township will support an application by the Pit Owner to the County of Oxford Land Division Committee to provide for a long term easement in favour of the Pipeline Company, if required, recognizing the relocated pipeline. The private pipeline was moved from the road allowance to the Pit Owner's property and is described as Parts 1 and 2 on Reference Plan 41R-6787, deposited at the Oxford Registry Office on January 17, 2001.
6. The Pit Owner at his expense shall:
  - 6.1 Arrange for all public utilities that were relocated from the original road allowance (excluding the private gas line) back to the original allowance after the extraction is complete to the satisfaction of the individual utility company involved.
  - 6.2 After the final extraction from the original road allowance to the agreed final elevation the Pit Owner shall relocate the travelled road back within One (1) year from the previous years payment.

February 1st, 2003.  
Agreement, Cont'd.:

7. The Pit Owner shall, at his expense, maintain through the full term of this agreement, comprehensive general liability insurance in the amount of not less than One Million (\$1,000,000.00) Dollars, naming the Township as a party to the Pit Owner's insurance policy providing coverage for the activity described in this agreement.
8. This agreement shall continue in effect provided the Pit Owner and/or Pit Operator desire to remove material from the Township road allowance. All materials are to be removed and the existing travelled road relocated complete with utilities no later than December 31st, 2008.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the Parties have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED ) E & E McLaughlin Aggregates Ltd.  
in the presence of )

(SEAL)

)   
Ewart McLaughlin, President

(SEAL)

) Oxford Sand & Gravel Limited

)   
Gary Brown, President

(SEAL)

) The Corporation of the Township of  
Blandford-Blenheim

)   
Donald S. Woolcott, Mayor

)   
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1393-2003

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002, as amended, is hereby amended by changing to A2-11 the zone symbol of the lands so designated A2-11 on Schedule "A" attached hereto.
2. That Section 7.6 to By-Law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof.

**"7.6.11        Location: Part Lot 6, Concession 1 (Blenheim), A2-11**

7.6.11.1        Notwithstanding any provisions of the By-Law to the contrary, no person shall within any A2-11 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 7.1 to this by-Law;
- a welding fabrication / machine shop.

7.6.11.2        Notwithstanding any provision of the By-Law to the contrary, no person shall within any A2-11 Zone use any lot, or erect, alter or use any building or structure except in accordance with the following provisions:

**7.6.11.2.1        GROSS FLOOR AREA REQUIREMENT FOR A WELDING FABRICATION / MACHINE SHOP**


For the purpose of this subsection, a welding fabrication / machine shop must be contained within a single building which may not exceed a maximum gross floor area of 148.6 square metres (1600 sq. ft.)

7.6.11.2.2        All the other provisions of the A2 Zone in Section 7.6 and all other provisions of this By-Law, as amended, shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this **19th** day of **February** 2003.

READ a third time and finally passed this **19th** day of **February** 2003.

  
\_\_\_\_\_  
Donald S. Woolcott  
Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling  
Clerk

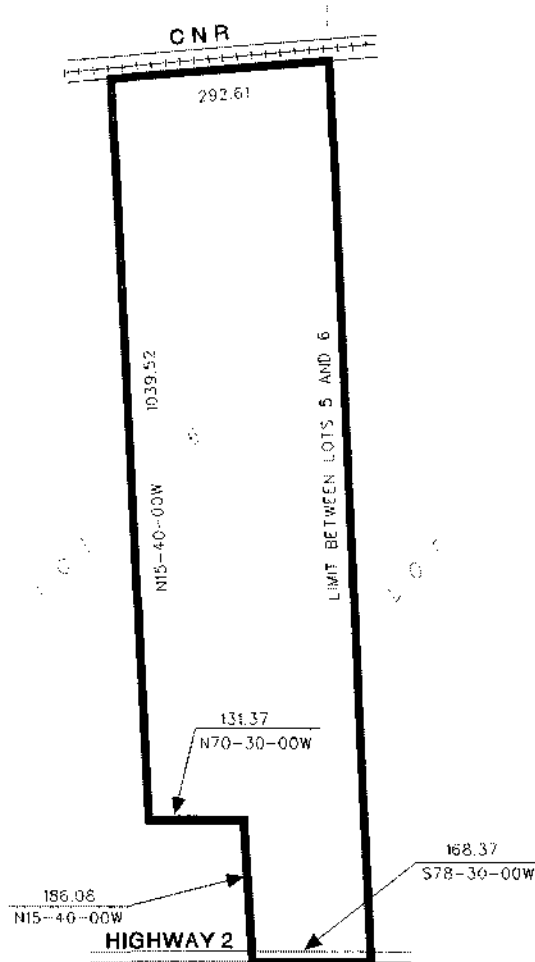
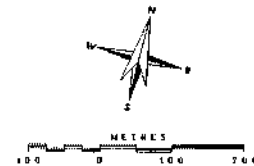


# SCHEDULE "A"

TO BY-LAW No. 1393-2003

PART OF LOT 6, CONCESSION 1 (BLENHEIM)


TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. 1393-2003, PASSED



THE 19th DAY OF February, 2003

 AREA OF ZONE CHANGE TO A2-11

NOTE: ALL DIMENSIONS IN METRES



© 2003  
LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

  
Donald S. Woolcott MAYOR  
  
Keith Reibling CLERK

ZON 1-02-07

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER

EXPLANATORY NOTE

The purpose of By-Law Number 1393-2003 is to rezone lands located on the north side of Highway 2, between Blenheim Road and Canning Road, comprising Part Lot 6, Concession 1 (Blenheim), in the Township of Blandford-Blenheim from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-11)' to permit the establishment of a welding fabrication / machine shop as an on-farm diversified use. The welding fabrication / machine shop will be housed within a new building and will be limited to a maximum gross floor area of 148.6 square metres (1600 square feet). The subject lands are currently owned by Rick and Kelly Brent.

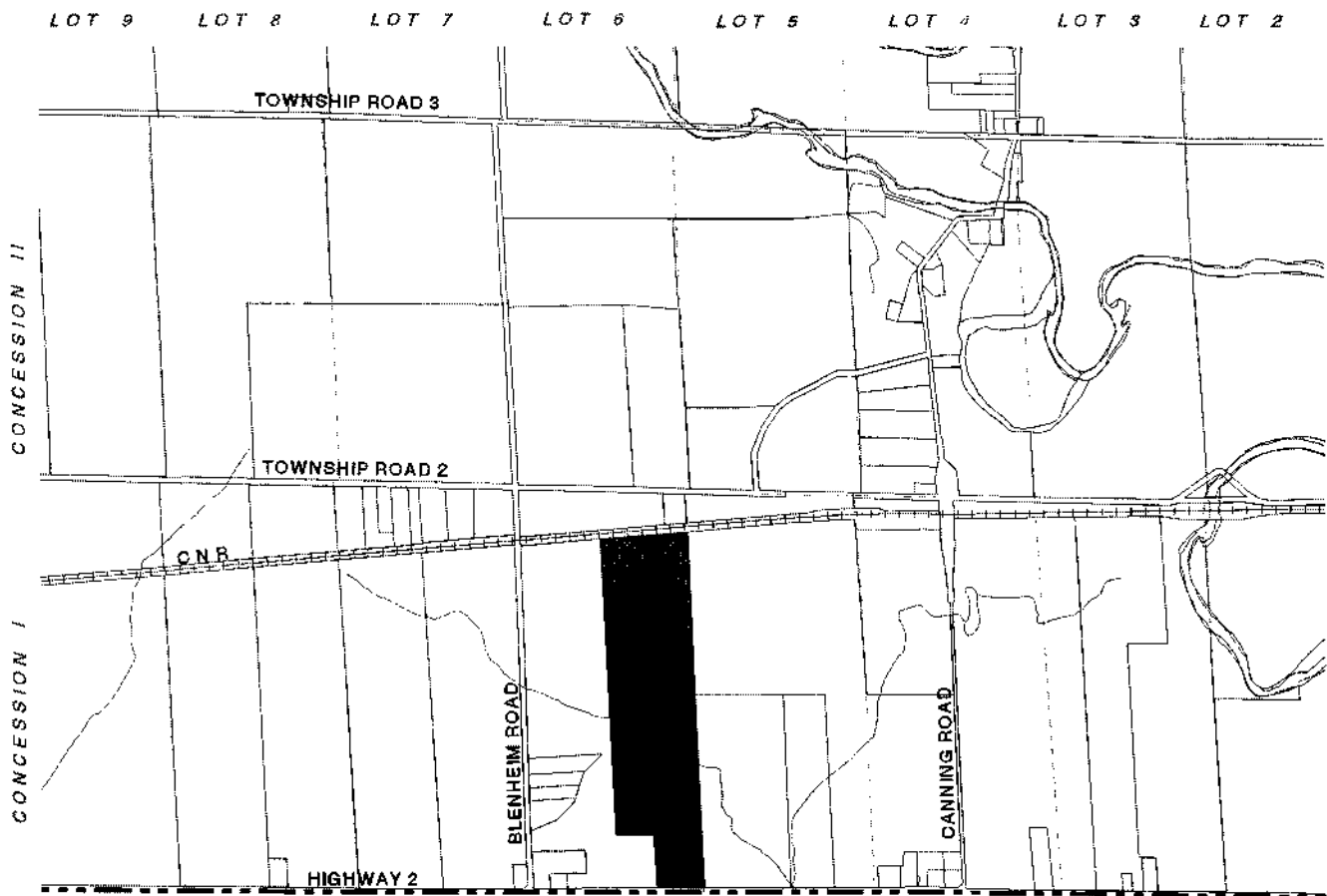
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1393-2003. The public hearing was held on February 19, 2003.

Any person wishing further information relative to Zoning By-Law Number 1393-2003 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



**1393-  
2003**



LANDS TO WHICH BY-LAW **2003** APPLIES



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LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1395-2003

Being a By-law to authorize an agreement with the Corporation of the Township of Wilmot for fire protection services from the New Dundee Fire Station.

**WHEREAS**, Section 20 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that a municipality may enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

**AND WHEREAS** Council deems it advisable for the New Dundee Fire Station to provide fire protection services to a portion of the Township of Blandford-Blenheim.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim an Agreement dated March 17th, 2003, attached hereto as Schedule "A" to this by-law between the Corporation of the Township of Wilmot and the Corporation of the Township of Blandford-Blenheim for fire protection services from the New Dundee Fire Station.
2. This By-law shall come into force and effect on the 1st day of January, 2003.
3. By-law Number 918-92 enacted the 19th day of December, 1992, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 2nd day of April, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 2nd day of April, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

SCHEDULE "A" FIRE SERVICES AGREEMENT

THIS AGREEMENT made the 17<sup>th</sup> day of MARCH, 2003.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WILMOT,**

Hereinafter called "WILMOT"

OF THE FIRST PART

-AND-

**THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM,**

Hereinafter called "BLANDFORD-BLENHEIM"

OF THE SECOND PART

WHEREAS BLANDFORD-BLENHEIM has requested WILMOT to supply certain defined areas of Blandford-Blenheim with limited fire protection;

AND WHEREAS Wilmot has agreed to said request upon the terms and conditions herein set forth.

NOW THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of One (\$1.00) dollar of lawful money of Canada now paid by Blandford-Blenheim to Wilmot herein, the receipt whereof is hereby acknowledged, the parties hereto for themselves, their successors and assigns, do mutually covenant, promise and agree, each with the other as follows:

1. Wilmot agrees to answer Blandford-Blenheim's calls for service with one (1) pumper, one (1) tanker and one (1) rescue unit to fight fires or with one (1) rescue van for medical related alarms in Lots one (1) to seven (7) concession thirteen (13) and fourteen (14) of Blandford-Blenheim Township as shown in "Schedule B" attached hereto which schedule forms an integral part of this agreement, provided that the said firefighters and equipment are not immediately required for duty within The Corporation of the Township of Wilmot, for a flat rate charge of One Hundred (\$100.00) per civic address;
2. Blandford-Blenheim agrees to supply Wilmot on an annual basis, an updated copy of Schedule "B" listing the names and addresses of the properties for which Wilmot supplies service as part of this agreement.
3. Blandford-Blenheim agrees that in calculating the flat rate charge of One Hundred (\$100.00) per address as defined in "Schedule B" attached, and forming part of this agreement, there is no limit to the number of fire calls.
4. Blandford-Blenheim agrees that the flat rate charge in the amount of One Hundred (\$100.00) per property as indicated in paragraph 1 above related only to Wilmot costs for the first hour for any one fire call. Blandford-Blenheim agrees that Wilmot will notify the Blandford-Blenheim Fire Department to respond and take over the scene, for incidents that will require more than one hour of service.
5. Blandford-Blenheim agrees that the number of vehicles and fire fighters, up to the above mentioned maximum and the type of vehicle to be dispatched shall be within the sole discretion of the Wilmot Fire Chief.
6. Blandford-Blenheim agrees to pay to Wilmot, the invoiced costs of fire fighting chemical agents supplied by the Wilmot Fire Department. No charges shall be levied by Wilmot to Blandford-Blenheim for chemical agents used in hand-held first aid fire extinguishers.
7. Blandford-Blenheim acknowledges that fire calls in the Township of Wilmot will be given priority over fire calls in Blandford-Blenheim, subject to the sole discretion of the Wilmot Fire Chief.
8. In the event the Wilmot Fire Department responds to a fire call on properties in Schedule "B" attached hereto and in the event the Department receives a subsequent fire call with respect to a fire within the Township of Wilmot, Wilmot hereby agrees that it will not abandon the fire scene until such time as:
  - a) it has notified Fire Dispatch requesting Blandford-Blenheim to respond to the fire scene; and

Blandford-Blenheim hereby agrees to respond immediately to such fire calls upon being alerted to the same.

- IN WITNESS WHEREOF** The Corporation of the Township of Blandford-Blenheim has hereunto affixed its corporate seal under the hands of its Mayor and Clerk and The Corporation of the Township of Wilmot has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

Per:

**Mavor**

Clerk

Per

Mayor

Clerk

Schedule "B"

FIRE SERVICES AGREEMENT – NEW DUNDEE

DATED the 17<sup>th</sup> day of March, 2003.

Roll Number	Property Owner	Civic Address
020-060-112-01	Coleman Farm	3541 Trussler Rd
-113	Judith Davidson	927757 Oxford Road 8
-114	Frank Bayus	927695 Oxford Road 8
-115	Rene Boerkamp	927633 Oxford Road 8
-115-10	" "	927595 Oxford Road 8
-117	Bradley Fried	936728 Oxford Road 43
-118	Edna Lauber	936737 Oxford Road 43
-118-01	Karen Missere	936765 Oxford Road 43
-126	Wilhem Albrecht	3329 Trussler Road
-127	Gustanda Invest.	947686 Township Road 14
-128	Randy Huber	947638 Township Road 14
-129	W. Schlichter	947488 Township Road 14
-130	David Entz	936810 Oxford Road 43
-130-01	Kosta Tomic	936754 Oxford Road 43
-131	Orville Fried	936817 Oxford Road 43 936821 Oxford Road 43
-136	Dedmandale Farms Ltd.	947639 Township Road 14 947643 Township Road 14
-139	Helen Becker	947601 Township Road 14
-140	Frank Doerner	947587 Township Road 14
-141	J. Kurt Ziebart	947567 Township Road 14
-142	Kevin Fried	947489 Township Road 14
-143	Brian Fried	936866 Oxford Road 43
-144	Orville Fried	936817 Oxford Road 43
-146	Robert Richmond	936883 Oxford Road 43
-148	Keith Fried	3063 Trussler Road 3033 Trussler Road
-149	Brian Sararus	967672 Oxford Waterloo Road
-149-01	Irmgard Mueller	967638 Oxford Waterloo Road
-150	1313192 Ontario Ltd. c/o P.Syrier	967610 Oxford Waterloo Road
-153-99	Glenna Shantz	967530 Oxford Waterloo Road
-154	Glenna Shantz	967520 Oxford Waterloo Road
-155	Scott Lorentz	967470 Oxford Waterloo Road
-156	Joseph Hallman	967418 Oxford Waterloo Road
-157	Janice Cressman	936946 Oxford Road 43
-158	Mark Corey	936922 Oxford Waterloo Road
-159	Marie Weiss	967372 Oxford Waterloo Road
-160	James Weiss	967376 Oxford Waterloo Road
<b>TOTAL CIVIC ADDRESSES</b>		<b>38</b>
		<b>37 Correct # after duplicate</b>

<p style="text-align: center; font-size: 24pt; font-weight: bold;">464380</p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 18pt;">2003-04-04</p> <p>at <i>1654 m. Z. Blandford</i> Land Registry Office <i>MA 41</i> <b>Land Registrar</b></p> <p>New Property Identifiers</p> <p>Executions</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 2 pages</p>
	<p>(3) Property Identifier(s) Block Property</p> <p style="text-align: center;">00282 0133</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>
	<p>(4) Nature of Document</p> <p style="text-align: center;">By-law</p>
	<p>(5) Consideration</p> <p style="text-align: center;">---Nil----- Dollars \$</p>
	<p>(6) Description</p> <p>In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 13, Concession 7, designated as PART 2 on Reference Plan 41R-7153.</p>
<p>Additional: See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains:</p> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>

(8) This Document provides as follows:

See Township of Blandford-Blenheim By-law Number 1396-2003 attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
<p>Name(s)</p> <p><b>THE CORPORATION OF THE TOWNSHIP</b></p> <p><b>OF BLANDFORD-BLENHEIM (the "Township")</b></p> <p>by its Clerk-Administrator Keith Reibling</p>		<p>Y M D</p> <p>2003 04 02</p>

(11) Address for Service 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
<p>Name(s)</p>		<p>Y M D</p>

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>Vacant Land, Part of 895957 Oxford Road 3, Drumbo, Ontario.</p>	<p>(15) Document Prepared by:</p> <p>Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:50%;">Registration Fee</td><td style="width:50%;"></td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td>Total</td><td style="text-align: center;">60</td></tr> </table>	Registration Fee										Total	60
Registration Fee														
Total	60													



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1396-2003

Being a By-law to provide for the acquisition of certain lands and premises from Alvin Ernest Brown and Marjorie Irene Brown being Part of Lot 13, Concession 7 (former Blenheim).

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

**AND WHEREAS** the Township of Blandford-Blenheim requires additional land to be added to the existing Drumbo works yard to accommodate outside storage of various items used by the Road Department. A portion of the lands to be purchased are in a ravine and will provide an area to fill with material obtained from ongoing ditching and construction projects.

**AND WHEREAS** Council's offer of \$3,600.00 per acre, being the assessed current market value for No. 1 farmland, for the lands that are zoned Limited Agricultural (A1) was accepted by Alvin Brown and Marjorie Brown.

**NOW THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That Council agrees to acquire an area of land containing 1.12 acres to be added to the existing Drumbo Works property all located in part of Lot 13, Concession 7, (former Blenheim) more particularly described as follows:

In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford being composed of part of Lot 13, Concession 7, designated as PART 2 on Reference Plan 41R-7153.


2. All that part of the said parcel of land described in Section 1 herein shall be purchased by the Township of Blandford-Blenheim from the Alvin Ernest Brown and Marjorie Irene Brown for the sum of Four Thousand and Thirty-Two (\$4,032.00) DOLLARS.
3. That all survey and legal costs associated with the transaction shall be borne by the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 2nd day of April, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 2nd day of April, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1397-2003

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.


WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to RR the zone symbol of the lands so designated RR on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 16<sup>th</sup> day of April, 2003.

READ a third time and finally passed this 16th day of April, 2003.



Donald S. Woolcott, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator

# SCHEDULE "A"

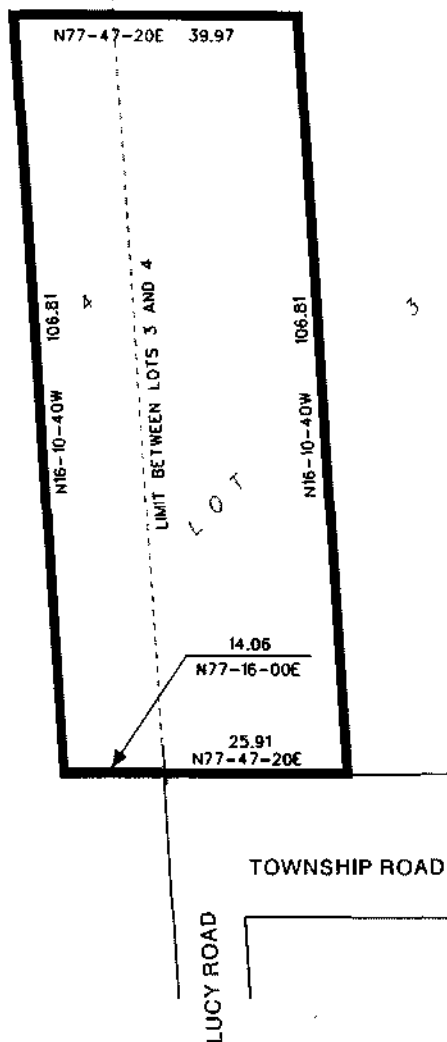
TO BY-LAW No. 1397-2003

PART OF LOTS 3 AND 4, CONCESSION 6 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM

CONCESSION VI

LOT



CONCESSION V

THIS IS SCHEDULE "A"

TO BY-LAW No. 1397-2003, PASSED

THE 16th DAY OF April, 2003



AREA OF ZONE CHANGE TO RR

NOTE: ALL DIMENSIONS IN METRES



LAND RELATED INFORMATION SYSTEM  
COUNTY OF GUYANA

*Donald S. Woolcott*  
Donald S. Woolcott MAYOR  
*Keith Reibling*  
Keith Reibling CLERK

ZON 1-03-3

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER

EXPLANATORY NOTE

The purpose of By-Law Number 1397-2003 is to rezone lands located on the north side of Township Road 6, at the north end of Lucy Road, west of the Nith River, and comprising Part Lots 3 and 4, Concession 6 (Blenheim), in the Township of Blandford-Blenheim from 'General Agricultural Zone (A2)' and "Residential Existing Lot Zone (RE)' to 'Rural Residential Zone (RR)' to reflect the residential use of the lands. The subject lands are currently owned by Anthony and Valerie Pynenburg and Wayne and Lucienne Murray.

Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1397-2003. The public hearing was held on April 16, 2003.

Any person wishing further information relative to Zoning By-Law Number may contact the undersigned.

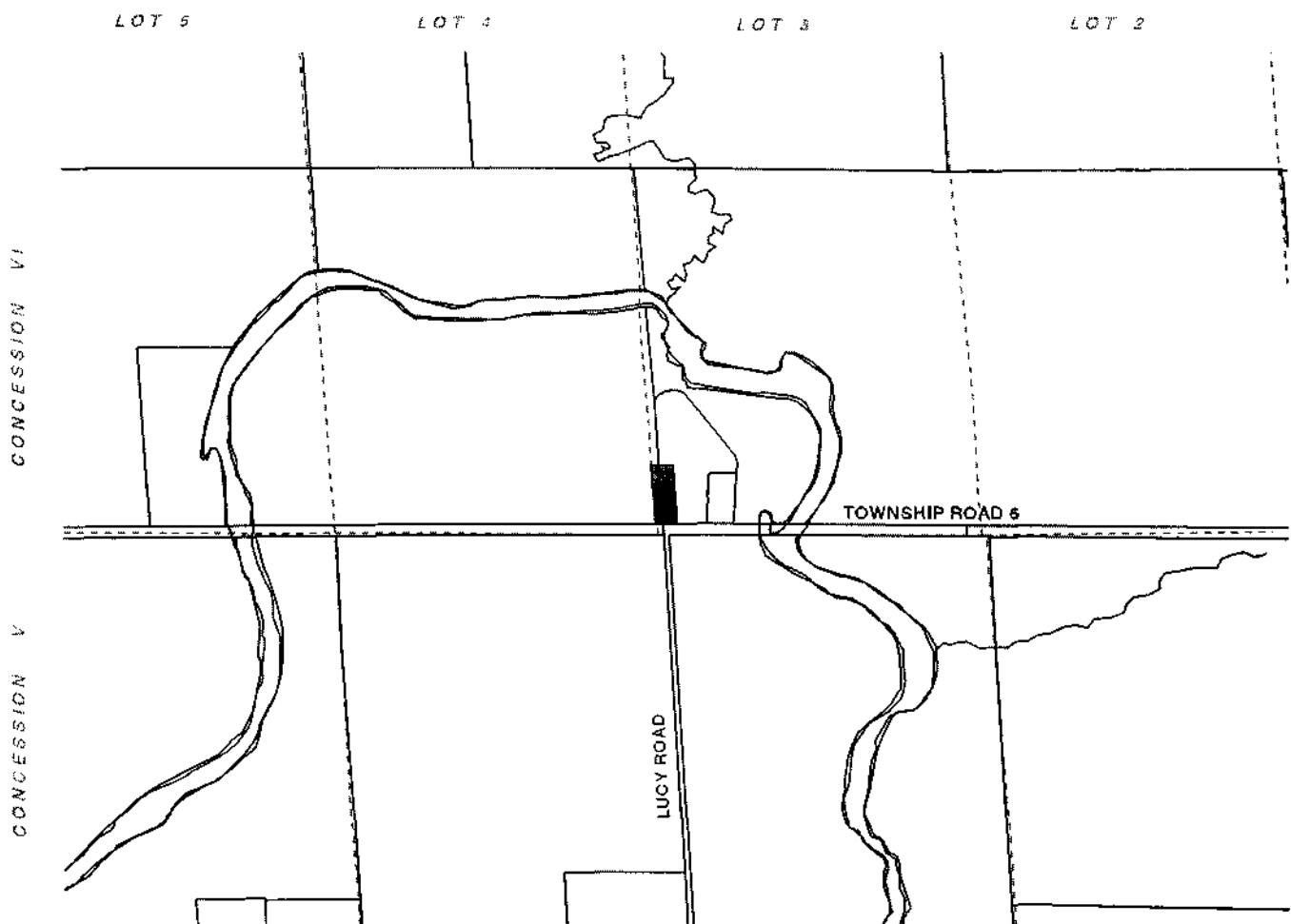
Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



METRES  
200 0 200 400



LANDS TO WHICH BY-LAW 1397-2003 APPLIES



2000  
LAND RELATED INFORMATION SYSTEM  
COUNTY OF OXFORD

# RATING BY-LAW

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

---

BY-LAW NUMBER 1394-2003

A by-law imposing special annual drainage rates upon land in respect of which money is borrowed under the *Tile Drainage Act*.

WHEREAS owners of land in the municipality have applied to the Council under the *Tile Drainage Act* for loans for the purpose of constructing subsurface drainage works on such land;

AND WHEREAS the Council has, upon their application, lent the owners the total sum of \$ .20 , 000 . 00 . . to be repaid with interest by means of rates hereinafter imposed;

BE IT THEREFORE ENACTED by the Council:

1. That annual rates as set out in the Schedule 'A' attached hereto are hereby imposed upon such land as described for a period of ten years, such rates to be levied and collected in the same manner as taxes.

Passed this . 5th . . . . . day of . . . . . March . . . . . , 2003 . . . . .

Corporate Seal

.....  
Head of Council  
Donald S. Woolcott

.....  
Clerk  
Keith Reibling

The Corporation of the Township of Blandford-Blenheim

**SCHEDULE 'A' to By-law Number 1394-2003**

Name and address of owner	Description of land drained	Proposed date of loan	Sum to be loaned \$	Annual rate to be imposed \$
Bluemont Farms Limited, c/o J.Zehr R.R.#1, BRIGHT On NOJ 1B0	Part of Lot 23, Concession 14 (former Blenheim)	April 1, 2003	\$20,000.00	\$2,980.60
<b>TOTAL</b>			* \$ 20,000.00	

\* Total principal of debenture and total sum shown on by-law

<p style="text-align: center; font-size: 24pt; font-weight: bold;">465253</p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 18pt;">2003-05-08</p> <p>at..... Land Registry Office No. 41 <i>Keith Reibling</i> Clerk-Registrar</p> <p>New Property Identifiers</p> <p>Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p>Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>		(2) Page 1 of 3 pages	
	(3) Property Identifier(s)		Block 00274	Property 0019
	(4) Nature of Document By-law Number 1398-2003.			
	(5) Consideration n/a Dollars \$			
	(6) Description In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lots 34, 35, 43 and 44 according to Registered Plan 152, designated as PARTS 1, 2, 3 and 4 on Reference Plan 41R-7173.			
	(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>

(8) This Document provides as follows:

See By-law attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

The Corporation of the Township of Blandford-Blenheim By-law Number 1398-2003.

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM

by its Clerk-Administrator Keith Reibling

*Keith Reibling*

2003 05 07

(11) Address

for Service

47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

(13) Address

for Service

(14) Municipal Address of Property

18 Charles Street,  
Bright, Ontario.  
N0J 1B0

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
N0J 1G0

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

60



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1398-2003

Being a By-law to provide for the sale of a vacant parcel of land located at 18 Charles Street, Bright, being Part of Lots 34, 35, 43 and 44, according to Registered Plan No. 152, to abutting property owners.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

**AND WHEREAS** Section 268 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides the conditions and procedures to follow when selling lands owned by the municipality.

**AND WHEREAS** Resolution Number 7 enacted on August 21st, 2002, by the Council of the Corporation of the Township of Blandford-Blenheim declared the vacant property (former Bright Fire Pond lands), described in this by-law as surplus to the needs of the Township.

**AND WHEREAS** Resolution Number 5 was enacted on November 20th, 2002, by the Council of the Corporation of the Township of Blandford-Blenheim accepting the offers of the four (4) abutting property owners of 50 cents per square foot for the half of the property that is adjacent to their lands, plus \$1,000.00 for associated survey, deed and drainage costs for the said lands.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to William Whittal and Jacqueline Whittal, for Part of Lots 34 and 35 according to Registered Plan 152, now designated as Part 1, according to Reference Plan 41R-7173, for the sum of Nine Hundred and Ninety-Two (\$992.00) DOLLARS.
2. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Debby Ann Simard, for Part of Lot 35 according to Registered Plan 152, now designated as Part 2 according to Reference Plan 41R-7173, for the sum of One Thousand, One Hundred and One (\$1,101.00) DOLLARS.
3. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Joyce Annabel Fulton, for Part of Lots 43 and 44 according to Registered Plan 152, now designated as Part 3 according to Reference Plan 41R-7173, for the sum of One Thousand, Nine Hundred and Eighty-Eight (\$1,988.00) DOLLARS.
4. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Thomas William Johnston, for Part of Lot 44 according to Registered Plan 152, now designated as Part 4 according to Reference Plan 41R-7173, for the sum of One Thousand, Nine Hundred and Eighty-Eight (\$1,988.00) DOLLARS.

By-law Number **1398-2003** Cont'd.:

5. That the property owners described in Sections 1, 2, 3 and 4 shall each pay \$1,000.00 toward the costs associated with survey, legal and drainage work on the lands described herein.

By-law **READ** a **FIRST** and **SECOND** time this 7th day of May, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 7th day of May, 2003.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk/Administrator

# Document General

Form 4 — Land Registration Reform Act

**D**

<p style="font-size: 1.2em; font-weight: bold;">LT091943</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT OXFORD (41) WOODSTOCK</p> <p style="font-size: 1.1em; font-weight: bold;">'03 JUN 6 AM 8 34</p> <p style="text-align: center;"><i>M. L. Green</i> LAND REGISTRAR</p> <p>New Property Identifiers <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p> <p>Executions <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 2 pages	
	(3) Property Identifier(s)		Block 00274	Property 0162
	(4) Nature of Document BY-LAW			
	(5) Consideration -----nil----- Dollars \$			
	(6) Description In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Block 28, Registered Plan 41M-132.			
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		
		(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>		

(8) This Document provides as follows:

See By-law Number 1399-2003 attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE TOWNSHIP		
OF BLANDFORD-BLENHEIM (the "Township")		
by its Clerk-Administrator Keith Reibling	<i>Keith Reibling</i>	2003 06 04

(11) Address for Service 47 Wilmot Street South, DRUMBO, Ontario. NOJ 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property not assigned

(15) Document Prepared by:  
Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
NOJ 1G0

Fees and Tax	
Registration Fee	60
Total	60

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1399-2003

Being a By-law to provide for the sale (transfer) of a vacant parcel of land located on the south side of Charles Street, Bright, being Block 28 according to Plan 41M-132, to the County of Oxford.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

**AND WHEREAS** Section 268 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides the conditions and procedures to follow when selling lands owned by the municipality.

**AND WHEREAS** Resolution Number 10 enacted on April 2nd, 2003, by the Council of the Corporation of the Township of Blandford-Blenheim declared Block 28, according to Plan 41M-132, on the south side of Charles Street in Bright, as surplus to the needs of the Township.

**AND WHEREAS** the Township was granted ownership of the parcel of land from the developer of Plan 41M-132 to accommodate a public water distribution system in Bright leading to a water pump house located on Block 31.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:


1. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to the County of Oxford for Block 28, according to Plan 41M-132 for the sum of Two (\$2.00) DOLLARS
2. That all the legal costs associated with the transfer of land shall be borne by the County of Oxford.

By-law **READ** a **FIRST** and **SECOND** time this 4th day of June, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 4th day of June, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1400-2003

Being a by-law to adopt the 2003 estimates of all sums required during the year for the purposes of the municipality and to levy the tax rates for all purposes.

**WHEREAS**, Section 290 of the Municipal Act, 2001 provides the authority for Council to adopt estimates of all sums required during the year for the purposes of the municipality;

**AND WHEREAS**, Section 312 (1) of the Municipal Act, 2001 provides that Council, after the adoption of the estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class;

**AND WHEREAS**, the Council of the Township of Blandford-Blenheim after considering the requirements of the municipality adopted the following estimated expenditures and revenues as prepared by the Treasurer for 2003.

**Expenditures**

General Government		
General Expenses	\$ 499,963.00	
Building Study	10,000.00	
Computer Equipment	12,300.00	
		\$522,263.00
Protection to Persons & Property		
General Expenses - Fire	204,560.00	
Capital Equipment - Fire	41,575.00	
Agreements	60,000.00	
CBO/Building Inspection Expenses	67,590.00	
Animal Protection	8,260.00	
Reserve for Fire Vehicles	100,000.00	
Reserve for Building	25,000.00	
		506,985.00
Transportation Services		
Roads Maintenance	1,235,323.00	
Roads - capital projects	262,700.00	
Roads - Bridge projects	286,700.00	
Roads - Drainage assessments	10,000.00	
Street Lighting	19,080.00	
Sidewalks	2,000.00	
Transfer to Reserves	675,000.00	
		2,490,803.00
Health Services		
Inactive Cemeteries	4,990.00	
Active Cemeteries	33,227.00	
		38,217.00
Policing		
Policing – OCPS	1,030,750.00	
		1,030,750.00
Parks and Recreation		
Park Maintenance	36,450.00	
Capital Improvements - Parks	1,800.00	
Community Center Maintenance	4,920.00	
Capital Improvements – Princeton	45,000.00	
Plattsville Arena	316,094.00	
Capital Improvements - Arena	16,100.00	
Other Grants	16,750.00	
Transfer to Arena Reserve	25,000.00	
		462,114.00

Planning and Development		
Drainage Superintendent	30,345.00	
Drainage - Township portion	2,000.00	
Municipal Drain Debenture	36,659.00	
Tile Drain Debentures	19,564.00	
Water and Sewer levies	658,074.00	746,642.00
<b>Total Expenditures</b>		<b>\$5,797,774.00</b>
<b>Revenues</b>		
Taxation		<b>\$2,504,232.00</b>
Other Taxation Special Charges		
Tile/Drainage levy	56,223.00	
Water levies	658,074.00	714,297.00
Supplementaries Net Write Offs		( 27,000.00)
Payments in Lieu of Taxes		12,600.00
Other Grants		
Other Grants	67,443.00	
Community Re-investment Fund	1,125,000.00	
CRF - Bonus and Supplementary	36,000.00	
OSTAR Funding	88,200.00	1,316,643.00
Received from Other Municipalities		
Township of Burford - fire	16,000.00	16,000.00
Other Revenue		
Interest, fees, fines etc.	257,700.00	
Roads Revenues	32,000.00	
Plattsville Arena	260,400.00	
Com Center/Parks & Recreation	8,465.00	
Active Cemeteries	24,640.00	583,205.00
2002 Operating Surplus	82,910.00	82,910.00
Transfer from Reserves		
Roads	248,700.00	
Bridges	196,500.00	
Arena	16,100.00	
Community Center	45,000.00	
Contr from Cemeteries	8,587.00	
Tax Stabilization Reserve	80,000.00	594,887.00
<b>Total Revenues</b>		<b>\$ 5,797,774.00</b>

**AND WHEREAS**, effective January 1, 2003 the Township reserves were categorized under the following headings in the Treasurer's General ledger:

1. Reserve for Office Replacement	\$ 410,000.00
2. Reserve for Administration (development charges)	\$ 3,204.00
3. Reserve for Fire Departments - Vehicles	\$ 94,915.00
4. Reserve for Fire Departments - Property	\$ 105,000.00
5. Reserve for Fire Buildings - (development charges)	\$ 6,422.00
6. Reserve for Roads - Road Construction	\$ 231,275.00
7. Reserve for Roads (development charges)	\$ 33,520.00
8. Reserve for Roads - Vehicles	\$ 251,715.00
9. Reserve for Bridge Construction	\$ 599,954.00
10. Reserve for Street Lighting	\$ 29,248.00
11. Reserve for Sidewalks	\$ 10,754.00
12. Reserve for Arena	\$ 96,321.00
13. Reserve for Community Centres	\$ 124,500.00
14. Reserve for Parks & Recreation	\$ 18,035.00
15. Reserve for Parks (development charges)	\$ 2,178.00
16. Reserve for Tax Stabilization	\$ 434,431.00
17. Reserve for Urban Infrastructure	\$1,254,190.00
18. Revenue Fund Surplus (deficit)	\$ 82,910.00
Total Reserves as at December 31, 2002	\$3,788,772.00

**AND WHEREAS**, after recording the estimated 2003 revenues and expenditures, the Township reserves will be categorized under the following headings in the Treasurer's General Ledger, effective December 31, 2003.

1. Reserve for Office Replacement	\$ 485,000.00
2. Reserve for Administration (development charges)	\$ 3,204.00
3. Reserve for Fire Departments - Vehicles	\$ 194,915.00
4. Reserve for Fire Departments - Property	\$ 130,000.00
5. Reserve for Fire Buildings - (development charges)	\$ 6,422.00
6. Reserve for Roads - Road Construction	\$ 262,675.00
7. Reserve for Roads (development charges)	\$ 33,520.00
8. Reserve for Roads - Vehicles	\$ 321,615.00
9. Reserve for Bridge Construction	\$ 728,454.00
10. Reserve for Street Lighting	\$ 29,448.00
11. Reserve for Sidewalks	\$ 10,754.00
12. Reserve for Arena	\$ 105,221.00
13. Reserve for Community Centres	\$ 79,500.00
14. Reserve for Parks & Recreation	\$ 18,035.00
15. Reserve for Parks (development charges)	\$ 2,178.00
16. Reserve for Tax Stabilization	\$ 354,431.00
17. Reserve for Urban Infrastructure	\$1,254,190.00
18. Revenue Fund Surplus (deficit)	\$ nil
Total Reserves as at December 31, 2003	\$4,019,562.00

**AND WHEREAS**, the property assessment roll on which the 2003 taxes are to be levied have been returned and revised pursuant to the provisions of the Assessment Act subject to appeals at present before the District Court and the Ontario Assessment Review Board;

**AND WHEREAS**, "Residential Assessment", "Multi-Residential Assessment", "Commercial Assessment", "Industrial Assessment", "Pipeline Assessment", "Farmland" Assessment and "Managed Forest Assessment" are defined in the Assessment Act as amended by the Fair Municipal Finance Act, 1997.

**AND WHEREAS**, the assessments for Blandford-Blenheim in the aforementioned property classes and prescribed sub-classes are as follows:

Residential Assessment	347,861,545.00
Multi-Residential Assessment	2,195,000.00
Commercial Assessment	26,554,145.00
Commercial - Vacant unit/excess land	297,160.00
Commercial - Vacant land	361,800.00
Industrial Assessment	4,691,695.00
Industrial - Vacant unit/excess land	29,070.00
Large Industrial	2,820,000.00
Pipeline Assessment	61,396,900.00
Farmland Assessment	250,919,350.00
Managed Forest Assessment	1,004,115.00

**AND WHEREAS**, under Section 308 of the Municipal Act, 2001, the County of Oxford established by By-law No. **4284-2003** the following tax ratios for the County and its lower tier municipalities.

1. Residential/Farm Residential	1.0000
2. Multi-Residential	2.7400
3. Commercial	1.9018
4. Industrial (residual)	2.7450
5. Large Industrial	3.2749
6. Pipeline	1.2593
7. Farmland	0.2500
8. Managed Forest	0.2500

**AND WHEREAS**, the sums required by taxation in the year 2003 for the Township of Blandford-Blenheim general purposes is **\$2,504,232.00**

**AND WHEREAS**, the sums required by taxation in the year 2003 for the County of Oxford general and library purposes to be levied to the Township of Blandford-Blenheim is **\$2,943,323.00**.

**AND WHEREAS**, Ontario Regulation 74/03 has set 2003 tax rates for education purposes for all assessment classes. The total amount for the Township of Blandford-Blenheim calculates out to be **\$3,025,995.00**.

**AND WHEREAS**, several municipal drains have been maintained under the authority of the Drainage Act, RSO 1990 Chapter D17 Section 74 as amended. Schedule "A" attached hereto details the municipal drains and the amounts placed on the tax roll.

**AND WHEREAS**, a water levy to property owners in Bright shall be collected as a local improvement charge on the 2003 tax roll, to all property assessed who receive or will receive water benefit in accordance with the County of Oxford By-law Number 4297-2003. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS**, a water and sewage levy to property owners in Drumbo shall be collected as a local improvement charge on the 2003 tax roll, to all property assessed who receive or will receive the benefit in accordance with the County of Oxford By-law Number 4297-2003. Schedule "B" attached hereto sets out the total charges.



**AND WHEREAS**, a water and sewage levy to property owners in Plattsville shall be collected as a local improvement charge on the 2003 tax roll, to all property assessed who receive or will receive the benefit in accordance with the County of Oxford By-law Number 4297-2003. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS**, the amount of capital charges owing for sewage and water connections and frontage in Plattsville shall be added to the Roll and part due in 2003 shall be collected. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS**, the amount for municipal drain debentures, tile drainage debentures and other miscellaneous charges shall be added to the local improvements list and collected as part of the 2003 Collector's Roll. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS**, the tax rates on the aforementioned property classes and property subclasses have been calculated pursuant to the provisions of the Municipal Act and the manner set out herein.

**NOW THEREFORE**, the Council of the Township of Blandford-Blenheim enacts as follows:

1. The rates of taxation per current value assessment for Township, County and Education purposes be levied as follows:

<b>Tax Classes</b>	<b>Township Tax Rate</b>	<b>County Tax Rates</b>	<b>Education Tax Rates</b>	<b>Totals</b>
Residential	.00441477	.00519206	.00335000	.01295683
Multi Residential	.01209646	.01422626	.00335000	.02967272
Commercial -Full	.00839600	.00987428	.02212018	.04039046
Vacant unit/excess land	.00587720	.00691203	.01548413	.02827336
Vacant land	.00587720	.00691203	.01548413	.02827336
Industrial - full	.01185711	.01371897	.02890769	.05448377
Vacant unit/excess land	.00770712	.00891741	.01879015	.03541468
Vacant land	.00770712	.00891732	.01878998	.03541442
Large Industrial	.01414626	.01636758	.03448865	.06500249
Pipeline	.00555952	.00653836	.01321408	.02531196
Farmland	.00110370	.00129803	.00083750	.00323923
managed Forest	.00110370	.00129819	.00083750	.00323939

2. The amounts owing for "Local Improvements" as set out in Schedules "A", and "B" attached hereto and forming part of this by-law, be collected.
3. That the estimated expenditures and revenues listed herein are hereby adopted.
4. That the estimates established in 2003 for the Township reserves in the various categories as listed herein are hereby adopted.
5. That final taxes for residential, farmland, pipeline and managed forest classes, where such properties assessments are not combined with commercial, industrial, large industrial and/or multi-residential classes shall become due and payable in two installments as follows:

August 22,2003

October 24, 2003


6. Taxes for all other Property Classes become due and payable as set out in Section 5; however, if the required 2003 capping adjustments are not available in time to comply with the due dates set out in Section 5, Due dates shall be established by Council following receipt of the required 2003 capping adjustments.
7. That from the 1<sup>st</sup> day of January, 2003 until the 31<sup>st</sup> day of December 2003, the statutory penalty of 1 ¼% per month or part thereof shall be added to all tax arrears, in accordance with the by-laws governing the same.
8. That a penalty of 1 ¼% be added to the amount due on February 21<sup>st</sup>, May 22<sup>nd</sup>, August 22<sup>nd</sup> and October 24<sup>th</sup>, 2003 if these amounts are unpaid after such dates and 1 ¼% per month on the first day of each calendar month thereafter, in accordance with the by-laws governing the same.
9. The Treasurer shall pay all debentures to the holders thereof, or the Bank as the same becomes due and this by-law shall be her sufficient warrant for such payments.

**AND BE IT FURTHER ENACTED**, that all rates hereinbefore mentioned which are required to be levied and raised under this by-law shall be paid by the person or persons charged with the payment thereof. Payment options are as follows:

- By cheque/cash at the Township office, 47 Wilmot Street Drumbo
- By Mail at Box 100 Drumbo On N0J 1G0
- By telephone /pc banking, provided your bank offers that service
- At the Bank of Montreal branch in Drumbo and/or the CIBC branches in Plattsville and Ayr.
- Pre-Authorized Payment Plans. Two plans will be made available. A 10 month plan where payments will be deducted directly from your bank account on the 15<sup>th</sup> of each month beginning January. Or a four regular tax installment plan.

By-law **READ** a **FIRST** and **SECOND** time this 4th day of June, 2003.

By-law **READ** a **THIRD** time and **FINALLY PASSED** in Open Council this 4<sup>th</sup> day of June, 2003.

  
Donald S. Woolcott, Mayor

(Seal)

  
Keith Reibling, Clerk-Administrator

**Schedule "B" to By-Law No. 1400-2003  
of the Township of Blandford-Blenheim**

<b>Code</b>	<b>Local Improvement</b>	<b>Total</b>
207	Bright Water System "Connected"	\$ 63,580.00
210	Bright Water System "Not Connected"	\$ 4,050.00
		<u>\$ 67,630.00</u>
234	Drumbo Metered Year End Balance	\$ 2,204.00
235	Drumbo Metered	\$ 28,074.00
236	Drumbo Schedule A	\$ 200,663.68
237	Drumbo Schedule B existing units	\$ 1,520.00
238	Drumbo Schedule B vacant lots	\$ 9,880.00
240	Drumbo Multi connections	\$ 15,972.76
		<u>\$ 258,314.44</u>
241	Plattsville Single Usage	\$ 235,299.60
242	Plattsville Multi-Residential	\$ 5,355.00
243	Plattsville Other properties	\$ 82,724.00
		<u>\$ 323,378.60</u>
208	Plattsville Frontage and Connection	\$ 17,354.70
245	Partial Water/Sewage Charges	
	Drumbo	\$ 5,176.26
	Bright	150.41
246	Water/Sewage Study - Plattsville	\$ 14,660.03
Various	Municipal Drainage Debentures	\$ 35,658.94
209	Tile Drainage Debentures	\$ 19,563.70

**Schedule "A" to By-Law No 1400-2003  
of the Township of Blandford-Blenheim**

<b>Code</b>	<b>Name of Drain (Repair Balance)</b>	<b>Maintenance Tax Roll 2003</b>
	Anderson Drain	\$ 87.16
	Barker Drain	\$ 53.82
	Bremner Creek Drain	\$ 51.36
	Bright Drain # 24	\$ 162.84
	Buck Wilson	\$ 14.49
	Danbrook Drain	\$ 14.78
	Drumbo Drain	\$ 24.70
	Hamilton Drain	\$ 11.52
	Eastwood Drain	\$ 43.71
	Mahon Drain	\$ 4.69
	Milleville Drain	\$ 46.23
	Morning Glory Drain	\$ 211.01
	Ovington Drain	\$ 44.81
	Plattsville SWM A	\$ 87.75
	Plattsville SWM B	\$ 2,695.78
	Plattsville Catchbasins	\$ 69.62
	Plattsville William Branch	\$ 136.42
	Plattsville Platts Branch	\$ 88.97
	Roth Drain	\$ 12.26
	South Princeton A	\$ 293.65
	South Princeton E	\$ 228.90
	Wilson Drain	\$ 32.10
		<u>\$ 4,416.57</u>

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1401-2003

Being a By-law to authorize a fire protection agreement with the Corporation of the County of Brant.

**WHEREAS**, Section 20 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that a municipality may enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

**AND WHEREAS** Council deems it advisable for the Princeton Fire Station to provide fire protection services to a portion of the County of Brant.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim an Agreement dated January 1<sup>st</sup>, 2003, attached hereto as Schedule "A" to this by-law between the Corporation of the County of Brant and the Corporation of the Township of Blandford-Blenheim for fire protection services from the Princeton Fire Station.
2. This By-law shall come into force and effect on the 1st day of January, 2003.
3. By-law Number 753-88 enacted the 6th day of April, 1988, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 4th day of June, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 4th day of June, 2003.



Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1555-2008

Being a By-law to authorize amending an existing fire protection agreement with the Corporation of the County of Brant to provide for Code 4 medical assistance, with defibrillators, for the fire protection services from the Princeton Fire Station.

**WHEREAS**, By-law Number 1401-2003, enacted the 4<sup>th</sup> day of June, 2003, authorized the Township of Blandford-Blenheim to enter into an agreement, dated January 1, 2003, with the County of Brant to provide fire protection services to a portion of the County of Brant from the Princeton Fire Station

**AND WHEREAS**, Section 16 of the agreement provides that it may be amended at any time by the mutual consent of the parties.

**AND WHEREAS** Council recently approved offering medical assistance, Code 4, including defibrillators to the residents served by the Township's four (4) fire stations including the fire area served by the Princeton Fire Station.

**AND WHEREAS** the County of Brant is agreeable to amending the agreement to include this additional service for medical assistance to their residents.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That Section 1. e) defines "fire protection services", specifically sub-section (v) which states 'medical assistance as first responders, excluding defibrillators' is hereby repealed and the following substituted:
  - 1.1 Section 1. e) (v) shall now read:  
'Medical assistance, Code 4, including defibrillators'
2. The provisions of this By-law shall come into force and effect on the final passing thereof.

By-law **READ** a **FIRST** and **SECOND** time this 21st day of May, 2008.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 21st day of May, 2008.

(SEAL)

  
Kenn R. Howling, Mayor

  
Keith Reibling, Clerk-Administrator

## **SCHEDULE "A"**

**THIS AGREEMENT** made this 1<sup>st</sup> day of January, 2003.

**BETWEEN:                THE CORPORATION OF THE TOWNSHIP OF  
BLANDFORD-BLENHEIM**

hereinafter called "**Blandford-Blenheim**" **OF THE FIRST PART**

**AND                        THE CORPORATION OF THE COUNTY OF BRANT**

hereinafter called "**Brant**" **OF THE SECOND PART**

**WHEREAS** by-laws have been duly enacted by the corporate parties hereto respectively, pursuant to the provisions of the Municipal Act, to authorize an agreement between the said parties relative to the use of certain fire protection equipment and services of the Township of Blandford-Blenheim within the prescribed fire area of the County of Brant.

**AND WHEREAS** it has been agreed between the parties that there is a practical desirability for the County of Brant to use fire fighting services belonging to and under the care and control of the Township of Blandford-Blenheim for a portion of the former Township of Burford immediately adjacent to the Township of Blandford-Blenheim.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto as follows:

1. In this agreement:
  - a) "designate" means the person who, in the absence of the fire chief, is assigned to be in charge of a particular activity of the fire department, and who has the same powers and authority as the fire chief
  - b) "fire area" means the fire area of Brant as described in Schedule "1" attached to and forming part of this agreement
  - c) "fire chief" means the chief of the fire department
  - d) "fire department" means the Township of Blandford-Blenheim Fire Department, Princeton Station
  - e) "fire protection services" means and includes the following:
    - (i) fire suppression
    - (ii) fire cause determination and investigations
    - (iii) hazardous material incidents
    - (iv) search and rescue operations
    - (v) ~~medical assistance as first responders, excluding—~~  
defibrillators. (Amended By-law #1555-2008)
    - (v) medical assistance, Code 4, including defibrillators
    - (vi) extrication services
    - (vii) any other responses or incidents to which the fire department would normally respond.
    - (viii) administrative functions and services in respect to the provision of the previously mentioned services.
    - (ix) water rescue (land base only)
2. The Township of Blandford-Blenheim Fire Department, Princeton Station, will supply the services outlined in Section 1 (e) to the County of Brant in the fire area. Every incident report from the fire area shall be sent to the County of Brant Fire Department immediately after the occurrence.
3. The minimum fire apparatus and personnel of the Princeton Fire Station that will respond to occurrences in the fire area of the County of Brant will be as follows:
  - (i) one pumper with a minimum of two (2) fire fighters,
  - (ii) one tanker with a minimum of two (2) fire fighters

January 1st, 2003.

Fire Services Agreement Cont'd.:

4. Should the fire chief, or designate, require assistance or believe assistance may be required by way of additional personnel, apparatus or equipment, at an occurrence in the fire area, such assistance shall be summoned from the closest fire station in the County of Brant. The Township of Blandford-Blenheim Fire Department, Princeton Station shall observe the following procedure:
  - (i) will remain in the fire area for the first 2 hours.
  - (ii) for calls exceeding 2 hours, the County of Brant Fire Department will be notified to relieve the Township of Blandford-Blenheim Fire Department, Princeton Station.
  - (iii) when a structure fire occurs in the fire area the County of Brant Fire Department shall be notified immediately.
5. In the event that the Blandford-Blenheim fire department is providing fire protection services in the fire area and receives a subsequent call for service within the Township of Blandford-Blenheim, Blandford-Blenheim hereby agrees that it will not abandon the emergency scene until such time as:
  - (i) Blandford-Blenheim has notified Fire Dispatch that Brant is requested to provide fire protection services in the fire area; and
  - (ii) Brant has arrived at the scene in the fire area.

Brant hereby agrees to respond immediately to such request for fire protection services in the said fire area upon being alerted of same.
6. The fire chief, or designate, shall have full authority and control over any and all activities in which the fire department may be engaged in the fire area.
7. The County of Brant agrees to provide a list of the civic addresses and current names in the fire area where fire protection services are required. Brant further agrees to notify Blandford-Blenheim when "new" civic addresses are assigned to assist the fire department with providing the service. Blandford-Blenheim does not require an ongoing update of the names associated with the civic address.
8. The County of Brant agrees to provide a map of the fire area clearly indicating all readily accessible static sources of water available for providing fire protection services.
9. The County of Brant agrees to identify all bridges under County or other jurisdiction(s) in the fire area as to weight limits and advise of alternative routes for fire apparatus to take. Any such bridges, so identified, will either limit or exclude fire protections services where the use of any of these bridges is required by fire apparatus.
10. The County of Brant shall be responsible for establishing and notifying, in the manner and to the extent deemed necessary, residents and occupants of the fire area of the procedures for reporting an emergency, and of the services provided by the fire department.
11. The County of Brant concurs by this agreement that the Township of Blandford-Blenheim Fire Chief, or his designate, shall be the "Chief Fire Official" for the fire area for the following:
  - i) All Fire Services included in Section 1 (e) except when the Township of Blandford-Blenheim Fire Department has vacated the fire area in accordance with the provisions outlined in Section 4. (ii), herein.
  - ii) All other fire matters in the fire area shall be the responsibility of the County of Brant Fire Department.
12. In consideration of the fire protection services undertaken by the Township of Blandford-Blenheim in the fire area of the County of Brant, fees as set out in Schedule "2", attached hereto, shall be paid by the County of Brant to the Township of Blandford-Blenheim within 14 days of receipt of the annual invoice.



January 1 st, 2003.

Fire Services Agreement Cont'd

13. The Township of Blandford-Blenheim agrees to consult with the County of Brant on any building (station) expansion and/or relocation and/or vehicle purchase. The Township of Blandford-Blenheim further agrees to provide the County of Brant a minimum of two (2) years notice prior to submitting an invoice for the capital expenditures described herein.
14. Notwithstanding anything herein contained, no liability shall attach or accrue to the Township of Blandford-Blenheim for failing to supply to the County of Brant on any occasion, or occasions, any of the fire protection services provided for in this agreement.
15. No liability shall attach or accrue to the County of Brant by reason of any injury or damage sustained by personnel, apparatus, or equipment of the Princeton Fire Station while engaged in the provision of fire protection services in the fire area.
16. The parties hereto agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of 60 days written notice of the proposed amendment(s).
17. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.
18. This Agreement shall be in force and effect for a period of five (5) years commencing on January 1st, 2003. Thereafter, it shall be automatically renewed unless either party wishes to cease participating in this agreement, in which case:
  - (i) one (1) years written notice must be given to the other party. Any written notice given as aforesaid shall terminate this agreement as of the 31st day of December of the following year in which notice is given.
  - (ii) the terminating parties share will firstly be offered to the remaining party at a price to be agreed upon by the parties. Failing agreement, the price shall be determined by an independent appraisal. The funding of such purchase, if required, may be extended over a period of up to five (5) years with principal and interest amounts agreeable to the parties.

**IN WITNESS WHEREOF** each of the parties has affixed its corporate seal by the hands of the proper officials.


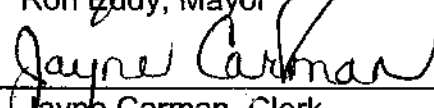
**TOWNSHIP OF BLANDFORD-BLENHEIM**

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

**COUNTY OF BRANT**

  
Ron Eddy, Mayor  
  
Jayne Carman, Clerk

(SEAL)

January 1st, 2003.  
Fire Services Agreement Cont'd.:

**SCHEDULE "1"**

**Fire Area Definition:**

ALL AND SINGULAR that certain parcel of tract of land lying and being in the County of Brant, in the former Township of Burford, being composed of the North Half of Lots 1 through 24 in Concession 3 and all of Lots 1 through 24, Concessions 1 and 2 including Provincial Highway No. 403 from the Middle Townline Road (No. 25) westerly to the Muir Road North (No. 130)

January 1st, 2003.

Fire Services Agreement Cont'd.:

**SCHEDULE "2"**

1. Formula for Cost Sharing Allocation:

$$\frac{A + B}{\text{Prorated}} = \text{Percentage Share}$$

- A = Assessment \* x applicable tax ratios x prescribed % equals the Weighted Assessment (Taxable) for the Fire Area described in Schedule "B" attached herein
- B = Assessment \* x applicable tax ratios x prescribed % equals the Weighted Assessment (Taxable) for all properties located in the Township of Blandford-Blenheim (former Township of Blenheim) consisting of Lots 1 through 24, in Concessions 1, 2 and 3
- \* Assessment is defined as the property assessment totals that have been returned in the previous year for the taxation in the current year. For the purpose of this agreement, Pipeline assessment, if applicable, shall not be included.

2. The percentage share in Section 1 herein shall be applied to the parties to the total capital and maintenance costs incurred by the Princeton Fire Station which includes 25% (1 of 4 Stations) of the total general fire department expenses excluding all costs associated with the Fire Chief salary and benefits after deducting

2.1 the actual fire fighting wages accruable to the Princeton Fire Station  
plus

2.2 the actual fire fighting wages which shall accrue to the fire area

2.3 a lump sum of \$3,000.00 which shall represent the portion of the Fire Chief's salary and benefits accruable to the fire area

2.4 a sum of \$200.00 per call for dispatch costs accruable to the fire area

less

2.5 any revenues received in the current calendar year from the Province of Ontario and/or insurance companies for incidents in the fire area. The Province and/or insurance companies are to be invoiced in accordance with the policies in place with the Township of Blandford-Blenheim

**BY-LAW NUMBER 110-03**

- of -

**THE CORPORATION OF THE COUNTY OF BRANT**

To authorize a fire protection agreement with the Corporation of the Township of Blandford-Blenheim

**WHEREAS** Section 20 of the Municipal Act, S.O. 2001, c. 25 and amendments thereto, provides that a municipality may enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

**AND WHEREAS** the Council of the County of Brant deems it advisable for the Princeton Fire Station to provide fire protection services to a portion of the County of Brant;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS** as follows:

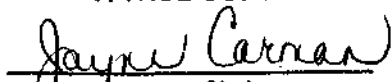
1. **THAT** the Agreement, attached hereto as Schedule "A", between the Corporation of the County of Brant and the Corporation of the Township of Blandford-Blenheim for the provision of certain fire protection equipment and services of the Princeton Fire Station for a portion of the geographic Township of Burford immediately adjacent to the Township of Blandford-Blenheim, be and the same is hereby approved.
2. **THAT** the Mayor and the Clerk be and they are hereby authorized to execute the said Agreement on behalf of the County of Brant and to affix the corporate seal thereto.
3. **THAT** this agreement shall come into force and effect on the 1<sup>st</sup> day of January, 2003.
4. **THAT** By-law Number 88-25G of the former Township of Burford be and the same is hereby repealed.

**READ** a first and second time, this 20<sup>th</sup> day of May, 2003.

**READ** a third time and finally passed in Council, this 20<sup>th</sup> day of May, 2003.

**THE CORPORATION OF THE COUNTY OF BRANT**

**CERTIFIED TO BE  
A TRUE COPY**

  
Clerk  
COUNTY OF BRANT

Date: May 26, 2003

Mayor

Clerk

**BY-LAW NUMBER 129-08**

- of -

**THE CORPORATION OF THE COUNTY OF BRANT**

To authorize an amendment to the fire protection agreement with the Corporation of the Township of Blandford-Blenheim to provide for Code 4 medical assistance with defibrillators for the fire protection services from the Princeton Fire Station.

**WHEREAS** the Council of the Corporation of the County of Brant approved By-law Number 110-03 on May 20, 2003 to authorize an agreement with the Corporation of the Township of Blandford-Blenheim for the Princeton Fire Station to provide fire protection services to a portion of the County of Brant;

**AND WHEREAS** Section 16 of the agreement provides that it may be amended at any time by the mutual consent of the parties;

**AND WHEREAS** Blandford-Blenheim Township Council has approved offering medical assistance, Code 4, including defibrillators to the residents served by the Township's four fire stations, including the fire area served by the Princeton Fire Station;

**AND WHEREAS** the Council of the County of Brant deems it advisable to approve this amendment for enhanced medical assistance to be provided by the Princeton Fire Station to a portion of the County of Brant;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS** as follows:

1. **THAT** the amended Schedule "A" to By-law Number 110-03, as attached hereto, between the Corporation of the County of Brant and the Corporation of the Township of Blandford-Blenheim for the provision of certain fire protection equipment and services of the Princeton Fire Station for a portion of the geographic Township of Burford immediately adjacent to the Township of Blandford-Blenheim, be and the same is hereby approved.
2. **THAT** this agreement shall come into force and effect on the date of passing.

**READ** a first and second time, this 8<sup>th</sup> day of July, 2008.



**READ** a third time and finally passed in Council, this 8<sup>th</sup> day of July, 2008.

**THE CORPORATION OF THE COUNTY OF BRANT**

**CERTIFIED TO BE  
A TRUE COPY**

  
Clerk  
COUNTY OF BRANT

Date: July 23, 2008

  
Mayor  
  
Clerk (Deputy)

Document General  
Form 4 - Land Registration Reform Act

D

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 2 pages
(3) Property Identifier(s)	Block 00289	Property 0181
Additional: See Schedule <input type="checkbox"/>		
(4) Nature of Document By-law		
(5) Consideration --Nil----- Dollars \$		
(6) Description In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 7, north of Oxford Street, according to Registered Plan 199, now designated as PART 7 on Reference Plan 41R-7217.		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>

466629  
Number.....  
CERTIFICATE OF REGISTRATION  
REGISTERED  
2003-06-24  
at 11:40  
Land Registry Office No. 41  
mz kuen  
Land Registrar

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(8) This Document provides as follows:

See Township of Blandford-Blenheim By-law Number 1402-2003 attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)  
Part of Instrument Number 408430

(10) Party(ies) (Set out Status or Interest)	Name(s)	Signature(s)	Date of Signature Y M D
	THE CORPORATION OF THE TOWNSHIP		
	OF BLANDFORD-BLENHEIM (the "Township")		
	by its Clerk-Administrator Keith Reibling	<i>Keith Reibling</i>	2003 06 18

(11) Address for Service 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)	Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property Vacant Land, Drumbo, Ontario.	(15) Document Prepared by: Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0	FOR OFFICE USE ONLY	Fees and Tax
			Registration Fee 60.
			Total 60.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1402-2003

Being a By-law to provide for the sale of a vacant parcel of land located on the north side of Oxford Street, Drumbo, being Part of Lot 7, according to Registered Plan No. 199, to the abutting property owner.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

**AND WHEREAS** Section 268 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides the conditions and procedures to follow when selling lands owned by the municipality.

**AND WHEREAS** Resolution Number 10 enacted on June 5th, 2002, by the Council of the Corporation of the Township of Blandford-Blenheim declared the vacant property (former CN Railway property and other lands), as surplus to the needs of the Township.

**AND WHEREAS** the abutting property owners, Brian and Kathleen Hoskin advised that the north east corner of their property that abuts the Township lands has a large tree straddling the existing corner which prevents them from fencing the east boundary of their property.

**AND WHEREAS** a boundary adjustment would place the large tree entirely on the Hoskin property allowing a boundary fence to be constructed.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the value of the land zoned Residential Type 1 (R1) be established at the base minimum price of \$.50 per square foot.
2. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Brian Hoskin and Kathleen Hoskin for Part of Lot 7, according to Registered Plan 199, now designated as Part 7, according to Reference Plan 41R-7217, for the sum of Fifty Four (\$54.00) DOLLARS.

By-law **READ** a **FIRST** and **SECOND** time this 18th day of June, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 18th day of June, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1403-2003

Being a By-law to regulate minimum standards for maintenance and occupancy for all properties in the Township of Blandford-Blenheim.

**WHEREAS** under Section 15.1(3) of the *Building Code Act*, S.O. 1992, c.23, a by-law may be passed by the Council of a municipality prescribing the standards for the maintenance and occupancy of property within the municipality provided the Official Plan for the municipality includes provisions relating to property conditions;

**AND WHEREAS** the Official Plan pertaining to The Township of Blandford-Blenheim includes provisions relating to property conditions;

**AND WHEREAS** the Council of The Corporation of the Township of Blandford-Blenheim is desirous of passing a by-law under Section 15.1(3) of the *Building Code Act*, S.O. 1992, c.23;

**AND WHEREAS** Section 15.6(1) of the *Building Code Act*, S.O. 1992, c.23 requires that a by-law passed under Section 15.1(3) of the *Building Code Act*, S.O. 1992, c.23 shall provide for the establishment of a Property Standards Committee;

**NOW THEREFORE** the Council of The Corporation of The Township of Blandford-Blenheim hereby enacts the following:

**ARTICLE I  
SHORT TITLE**

**1.1 Citation**

This Bylaw may be cited and known as the "Property Standards By-law".

**ARTICLE 2  
DEFINITIONS**

In this by-law:

**2.1 "Accessory Building"** means a detached building or structure, not used for human habitation, that is subordinate to the primary use of the same property.

**2.3 "Approved"** means acceptance by the Property Standards Officer.

**2.4 "Basement"** means that space of a building that is partly below grade which has half or more of its height, measured from floor to ceiling above the average exterior finished grade.

**2.5 "Cellar"** means that space of a building that is partly or entirely below grade which has more than half of its height, measured from floor to ceiling below the average exterior finished grade.

**2.6 "Committee"** means the Township of Blandford-Blenheim Property Standards Committee.

**2.7 "Dwelling"** means a building or structure or part of a building or structure, occupied or capable of being occupied in whole or in part for the purpose of human habitation.

**2.8 "Dwelling Unit"** means a room or a suite of rooms operated as a housekeeping unit used or intended to be used as a domicile by one or more persons and supporting general living conditions usually including cooking, eating, sleeping, and sanitary facilities.

**2.9 "First Storey"** means that part of a building having a floor area closest to grade with a ceiling height of more than 1.8 metres (6 feet) above grade.



**2.10 "Guard"** means a protective barrier installed around openings in floor areas or on the open sides of a stairway, a landing, a balcony, a mezzanine, a gallery, a raised walkway, and other locations as required to prevent accidental falls from one level to another. Such barriers may or may not have openings through them.

**2.11 "Habitable Room"** means any room in a dwelling unit used for or capable of being used for living, cooking, sleeping or eating purposes.

**2.12 "Means of Egress"** means a continuous, unobstructed path of travel provided by a doorway, hallway, corridor, exterior passage way, balcony, lobby, stair, ramp, or other exit facility used for the escape of persons from any point within a building, a floor area, a room, or a contained open space to a public thoroughfare or an approved area of refuge usually located outside the building.

**2.13 "Non-Habitable Room"** means any room in a dwelling or dwelling unit other than a habitable room and includes a bathroom, a toilet room, laundry, pantry, lobby, corridor, stairway, closet, boiler room, or other space for service and maintenance of the dwelling for public use, and for access to and vertical travel between storeys, and basement or part thereof which does not comply with the standards of fitness for occupancy set out in this By-Law.

**2.14 "Non-Residential Property"** means a building or structure or part of a building or structure not occupied in whole or in part for the purpose of human habitation, and includes the lands and premises appurtenant and all of the outbuildings, fences or erections thereon or therein.

**2.15 "Occupant"** means any person or persons over the age of 18 years in possession of the property.

**2.16 "Owner"** includes,

- a) the person for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the person's own account or as agent or trustee of any other person, or who would so receive the rent if such land and premises were let, and
- b) a lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standards for the maintenance and occupancy of the property.

**2.17 "Person"** means an individual, firm, corporation, association or partnership.

**2.18 "Property"** means a building or structure or part of a building or structure, and includes the lands and premises appurtenant thereto and all mobile homes, mobile buildings, mobile structures, outbuildings, fences and erections thereon whether heretofore or hereafter erected, and includes vacant property.

**2.19 "Property Standards Officer"** means the By-law Enforcement Officer or Assistant By-law Enforcement Officer who may from time to time be appointed by the Council of The Corporation of the Township of Blandford-Blenheim to administer and enforce this bylaw.

**2.20 "Residential Property"** means any property that is used or designed for use as a domestic establishment in which one or more persons usually sleep and prepare and serve meals, and includes any lands or buildings that are appurtenant to such establishment and all stairways, walkways, driveways, parking spaces, and fences associated with the dwelling or its yard.

**2.21 "Repair"** includes the provision of facilities, the making of additions or alterations or the taking of any other action that may be required to ensure that a property conforms with the standards set out in this bylaw.

**2.22 "Standards"** means the standards of the physical condition and of occupancy prescribed for property by this By-Law.

**2.23 "Toilet Room"** means a room containing a water closet and a wash basin.

**2.24 "Yard"** means the land other than publicly owned land around or appurtenant to the whole or any part of a residential or non-residential property and used or capable of being used in connection with the property.

### **ARTICLE 3 GENERAL STANDARDS FOR ALL PROPERTY**

- 3.1 Application – all property – within boundaries**  
The provisions of this By-law shall apply to all properties within the boundaries of The Corporation of the Township of Blandford-Blenheim.
- 3.2 Property – buildings – use – conformity – required**  
No property within the Township of Blandford-Blenheim shall be used and no building or structure shall be erected, altered, enlarged, maintained or used for any purpose except in conformity with the provisions of this By-law.
- 3.3 Use – building – non-conforming property – prohibited**  
No person shall use or permit anyone to use or occupy or, being the owner thereof or his/her agent, shall allow to be used or occupied, any building on any property unless the property conforms to the standards prescribed by this By-law.
- 3.4 Hazards – accidents – prevented**  
All properties shall be maintained so as not to create a health, fire or accident hazard.
- 3.5 Conditions hazardous – prohibited**  
All properties shall be maintained free from conditions that may create a health, fire or accident hazard.
- 3.6 Workmanship – compliance to codes**  
All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction or repairs shall conform to the Ontario Building Code, Ontario Fire Code and the *Fire Prevention and Protection Act* where applicable.
- 3.7 Yards – clean –free from rubbish – hazards**  
Every yard, including vacant lots, shall be kept clean and free from:
- (1) rubbish or debris and objects or conditions that may create a health, fire, or accident hazard;
  - (2) wrecked, dismantled, discarded, abandoned, non-operative or unlicensed machinery, vehicles, trailers or boats; unlicensed and operable vehicles are permitted to be stored only for the purposes of display for sale associated with any lawful car dealership.
  - (3) long grass, brush, undergrowth and noxious weeds as defined by the Weed Control Act,
  - (4) untrimmed hedges - hedges shall be kept trimmed and made to comply with any by- law of the Corporation in effect from time to time.
  - (5) grass or weeds to a height in excess of twenty centimeters (20 cm) except for property undergoing a naturalization program that has a naturalization plan approved by the Community Services Department.
  - (6) dilapidated, collapsed or partially constructed structures which are not currently under construction;

- (7) injurious insects, termites, rodents, vermin or other pests; and
- (8) dead, decayed or damaged trees or other natural growth.

**3.8 Surface conditions – free from hazards**

Surface conditions of yards shall be maintained so as to:

- (1) prevent ponding of storm water when such water constitutes a health or accident hazard, except for the ponding of water for stormwater management when approved by the Drainage Superintendent;
- (2) prevent instability or erosion of soil;
- (3) prevent surface water run-off from entering basements;
- (4) be kept free of abandoned excavations;
- (5) not exhibit an unsightly appearance;
- (6) be kept free of garbage and refuse;
- (7) be kept free of deep ruts and holes;
- (8) provide for safe passage under normal use and weather conditions, day or night; and
- (9) not to create a nuisance to other property.

**SEWAGE AND DRAINAGE**

**3.9** Sewage shall be discharged into the sewage system.

**3.10** Sewage or septic tank effluent of any kind shall not be discharged onto the surface of the ground, whether into a natural or artificial surface drainage system or otherwise.

**3.11** Roof drainage shall not be discharged directly onto sidewalks, stairs, or adjacent property.

**PARKING AREAS, WALKS AND DRIVEWAYS**

**3.12** All areas used for vehicular traffic and parking shall have a surface covering of asphalt, concrete, or compacted stone or gravel and shall be kept in good repair free of dirt and litter.

**3.13** Steps, walks, driveways, parking spaces and other similar areas shall be maintained so as to afford safe passage under normal use and weather conditions day or night.

**ACCESSORY BUILDINGS, FENCES, AND OTHER STRUCTURES**

**3.14** Accessory buildings, fences and other structures appurtenant to the property shall be maintained in structurally sound condition and in good repair.

**3.15** Accessory buildings, fences, and other structures shall be protected from deterioration by the application of appropriate weather resistant materials including paint or other suitable preservative and shall be of uniform colour unless the aesthetic characteristics of said structure are enhanced by the lack of such material.

**3.16** The drainage from a privately owned outdoor swimming pool from a backwash cycle or a winterization shall not be directed to adjacent properties.

**3.17** The occupant of a residential property may provide for a compost heap in accordance with any health regulations, provided that the compost pile is no larger than two square metres and 1.5 metres in height and is enclosed on all sides by concrete block, lumber, or a commercial plastic enclosed container designed for composting or other method approved by the Township Engineer.

## **ARTICLE 4**

### **RESIDENTIAL STANDARDS GENERAL CONDITIONS**

**4.1** Every tenant, or occupant or lessee of a residential property shall maintain the property or part thereof and the land which they occupy or control in a clean, sanitary and safe condition and shall dispose of garbage and debris on a regular basis, in accordance with municipal by-laws.

**4.2** Every tenant, or occupant or lessee of a residential property shall maintain every floor, wall, ceiling and fixture under their control, including hallways, entrances, laundry rooms, utility rooms, and other common areas, in a clean, sanitary and safe condition.

**4.3** Accumulations or storage of garbage, refuse, appliances, or furniture in a means of egress shall not be permitted.

#### **PEST PREVENTION**

**4.4** Dwellings shall be kept free of rodents, vermin and insects at all times. Methods used for exterminating such pests shall be in accordance with the provisions of the *Pesticides Act*.

**4.5** Openings, including windows, that might permit the entry of rodents, insects, vermin or other pests shall be appropriately screened or sealed.

#### **STRUCTURAL SOUNDNESS**

**4.6** Every part of a dwelling shall be maintained in a structurally sound condition so as to be capable of safely sustaining its own weight load and any additional load to which it may be subjected through normal use, having a level of safety as required by the Ontario Building Code.

**4.7** Walls, roofs, and other exterior parts of a building shall be free from loose or improperly secured objects or materials.

**4.8** Materials which show evidence of damage, rot or other deterioration shall be repaired or replaced.

#### **FOUNDATIONS**

**4.9** Foundation walls of a dwelling shall be maintained so as to prevent the entrance of insects, rodents and moisture. Maintenance includes installing sub soil drains, where necessary, at the footings, grouting masonry cracks, damp-proofing and waterproofing walls, joints, and floors.

**4.10** Every dwelling shall be supported by foundation walls or piers which extend below the frost line.

#### **EXTERIOR WALLS**

**4.11** Exterior walls of a dwelling and their components, including soffits, fascia, cladding and trim shall be maintained so as to prevent the entrance of moisture and their deterioration due to weather, insects or rodents and shall be so maintained by the painting, restoring or repairing of the walls, coping or flashing, by the waterproofing of joints of the walls themselves.

**4.12** Exterior walls shall be free from broken or loose masonry units, stucco, and other defective cladding.

**4.13** All exterior walls shall be maintained with the existing insulation levels or as approved by the Property Standards Officer.

**4.14** Exterior walls of a dwelling and their components shall be free of unauthorized signs, painted slogans, graffiti and similar defacements.

## **WINDOWS AND DOORS**

**4.15** Windows, doors, skylights, and basement or cellar hatchways shall be maintained in good repair, weather tight and reasonably draft-free, to prevent heat loss and infiltration by the elements. Maintenance includes painting, replacing damaged doors, frames and other components, window frames, sashes and casings, replacement of non-serviceable hardware and reglazing and caulking where necessary. Where screening is provided on windows and doors it shall also be maintained in good repair.

**4.16** All windows that are intended to be opened and all exterior doors shall have suitable hardware so as to allow locking or otherwise securing from inside the dwelling unit. At least one entrance door to a dwelling unit shall have suitable hardware so as to permit locking or securing from either inside or outside the dwelling unit.

**4.17** Solid core or steel doors shall be provided for all entrances to dwellings and dwelling units.

**4.18** In residential buildings where there is a voice communication unit working in conjunction with a security locking and release system controlling a particular entrance door and installed between individual dwelling units and a secured entrance area, the said system shall be maintained in good working order at all times.

**4.19** Every window in a dwelling unit that is located above another suite shall be equipped with an approved safety device capable of controlling the free swinging or sliding of the openable part of the window so as to limit any clear unobstructed opening to not more than 100 mm (4 inches) measured either vertically or horizontally where the other dimension is greater than 380 mm (15 inches) unless the window is adjacent to a balcony, protected by a guard or is less than 1.8 m (5 ft 11 inches) above ground level. Such safety device shall not prevent the window from being fully opened during an emergency situation by an adult without the use of tools.

**4.20** Doors located within required fire separations shall be minimum 1-3/4 inch solid core wood door or be labeled with a minimum 20 minute fire resistance rating by an authorized testing agency.

## **ROOFS**

**4.21** Roofs of dwellings and their components shall be maintained in a weather tight condition, free from loose or unsecured objects or materials.

**4.22** The roofs of dwellings and accessory buildings shall be kept clear of unsafe accumulations of ice or snow or both.

**4.23** Where eaves-troughing or roof gutters are provided, they shall be kept in good repair, free from obstructions and properly secured to the building.

**4.24** All roof areas shall be maintained with the existing insulation levels or as approved by the Property Standards Officer.

## **WALLS, CEILINGS AND FLOORS**

**4.25** Every wall, ceiling and floor in a dwelling shall be maintained so as to provide a continuous surface free of holes, cracks, loose coverings or other defects. Walls surrounding showers and bathtubs shall be impervious to water.

**4.26** Every floor in a dwelling shall be reasonably smooth and level and maintained so as to be free of all loose, warped, protruding, broken, or rotted boards or other material that might cause an accident or allow the entrance of rodents and other vermin or insects. Dirt floors in basement or crawl spaces shall be protected by minimum 6 mil polyethylene or 2 inch concrete mudcoat.

**4.27** Every floor in a bathroom, toilet room, kitchen, shower room, and laundry room shall be maintained so as to be impervious to water and readily cleaned.

**4.28** Walls and ceilings forming part of an assembly required to be a fire separation under the Ontario Building Code or Ontario Fire Code shall be maintained and repaired if required to provide the existing level of fire resistive protection.

**4.29** Wall and ceiling finishes forming the exposed surface in required exits and public corridors shall have a flame spread rating of 150 or less.

#### **STAIRS, PORCHES AND BALCONIES**

**4.30** Inside and outside stairs, porches, balconies and landings shall be maintained so as to be free of holes, cracks, and other defects, which may constitute accident hazards. Existing stair treads or risers that show excessive wear or are broken, warped or loose and any supporting structural members that are rotted or deteriorated shall be repaired or replaced.

**4.31** A guard shall be installed and maintained in good repair on the open side of any ramp or interior stairway containing more than two (2) risers except for stairs leading to unfinished basements and on any exterior stair containing more than six (6) risers and on any porch, deck, landing or balcony where there is a difference in elevation between adjacent surfaces of 600 mm (24"). A handrail shall be installed and maintained in good repair on all interior stairs having more than two risers and on all exterior stairs having more than three risers.

**4.32** All guardrails and handrails shall be rigid and shall not deflect or move when subjected to a lateral force by a person.

#### **KITCHENS**

**4.33** Every dwelling shall contain a kitchen area equipped with:

- (a) a sink that is served with hot and cold running water and is surrounded by surfaces impervious to grease and water;
- (b) suitable storage area of not less than 0.23 cubic metres (8 cubic feet);
- (c) a counter or work area at least 610 mm (2 ft) in width by 1,220 mm (4 ft) in length, exclusive of the sink, and covered with a material that is impervious to moisture and grease and is easily cleanable; and
- (d) a space provided for cooking and refrigeration appliances including the suitable electrical or gas connections.

**4.34** Combustible material directly above the location of a stove shall be not less than 750 mm (2 ft 6 in) above the level of the stove elements.

#### **TOILET AND BATHROOM FACILITIES**

**4.35** Every dwelling unit shall contain a bathroom consisting of at least one fully operational water closet, washbasin, and a bathtub or suitable shower unit. Every washbasin and bathtub or shower shall have an adequate supply of hot and cold running water. Every water closet shall have a suitable supply of running water.

**4.36** Every required bathroom or toilet room shall be accessible from within the dwelling unit and shall be fully enclosed and provided with a door capable of being locked so as to allow privacy for the persons using said room.

**4.37** Where toilet or bathroom facilities are shared by occupants of residential accommodation, other than self-contained dwelling units, an appropriate entrance shall be provided from a common passageway, hallway, corridor or other common space to the room or rooms containing the said facilities.

## **PLUMBING**

**4.38** Each washbasin, bathtub or shower, and one kitchen sink shall be equipped with an adequate supply of hot and cold running water. Hot water shall be supplied at a temperature of not less than 43 degrees Celsius (110° F).

**4.39** Every dwelling unit shall be provided with an adequate supply of potable running water from a source approved by the Medical Officer of Health.

**4.40** All plumbing, including drains, water supply pipes, water closets and other plumbing fixtures shall be maintained in good working condition free of leaks and defects and all water pipes and appurtenances thereto shall be protected from freezing.

**4.41** All plumbing fixtures shall be connected to the sewerage system through water seal traps.

**4.42** Every fixture shall be of such materials, construction and design as will ensure that the exposed surface of all parts are hard, smooth, impervious to hot and cold water, readily accessible for cleansing and free from blemishes, cracks, stains, or other defects that may harbour germs or impede thorough cleansing.

**4.43** All sanitary facilities shall be connected to the municipal sanitary sewerage system or a system approved by the Medical Officer of Health and maintained in good working order.

## **ELECTRICAL SERVICE**

**4.44** Every dwelling and dwelling unit shall be wired for electricity and shall be connected to an approved electrical supply system.

**4.45** The electrical wiring, fixtures, switches, receptacles, and appliances located or used in dwellings, dwelling units and accessory buildings shall be installed and maintained in good working order so as not to cause fire or electrical shock hazards. All electrical services shall conform to the regulations established by the *Power Corporations Act*, as amended.

**4.46** Every habitable room in a dwelling shall have at least one electrical duplex outlet for each 11.1 square metres (120 sq. ft.) of floor space and for each additional 9.3 square metres (100 sq. ft.) of floor area, a second duplex outlet shall be provided. Extension cords shall not be used on a permanent basis.

**4.47** Every bathroom, toilet room, kitchen, laundry room, furnace room, basement, cellar and non-habitable work or storage room shall be provided with a permanent light fixture.

**4.48** Lighting fixtures and appliances installed throughout a dwelling unit, including hallways, stairways, corridors, passage ways, garages and basements, shall provide sufficient illumination so as to avoid health or accident hazards in normal use.

## **HEATING, HEATING SYSTEMS, CHIMNEYS AND VENTS**

**4.49** Every dwelling and building containing a residential dwelling unit or units shall be provided with suitable heating facilities capable of maintaining an indoor ambient temperature of 20 degrees Celsius (68.5° F.) in the occupied dwelling units. The heating system shall be maintained in good working condition so as to be capable of safely heating the individual dwelling unit to the required standard.

**4.50** All fuel burning appliances, equipment, and accessories in a dwelling shall be installed and maintained to the standards provided by the *Energy Efficiency Act*, as amended or other applicable legislation.

**4.51** Where a heating system or part thereof in a building requires solid or liquid fuel to operate, a place or receptacle for such fuel shall be provided and maintained in a safe condition and in a convenient location so as to be free from fire or accident hazard.

**4.52** Every dwelling shall be so constructed or otherwise separated to prevent the passage of smoke, fumes, and gases from that part of the dwelling which is not used, designed or intended to be used for human habitation into other parts of the dwelling used for habitation. Such separations shall conform to the Ontario Building Code.

**4.53** All fuel burning appliances, equipment, and accessories in a dwelling shall be properly vented to the outside air by means of a smoke-pipe, vent pipe, chimney flue or other approved method.

**4.54** Every chimney, smoke-pipe, flue and vent shall be installed and maintained in good repair so as to prevent the escape of smoke, fumes or gases from entering a dwelling unit. Maintenance includes the removal of all obstructions, sealing open joints, and the repair of loose or broken masonry units.

**4.55** Every chimney, smoke-pipe, flue and vent shall be installed and maintained in good condition so as to prevent the heating of adjacent combustible material or structural members to unsafe temperatures.

#### **FIRE ESCAPES, ALARMS AND DETECTORS**

**4.56** A listed fire alarm and a fire detection system, approved by the Canadian Standards Association or Underwriters Laboratories of Canada, shall be provided by the owners of buildings of residential occupancies as required by the Ontario Fire Code.

**4.57** In addition to the provisions of Article 4.53 hereof, in every dwelling unit in a building, a listed smoke alarm, approved by the Canadian Standards Association or Underwriters Laboratories of Canada, or detectors of the single station alarm type, audible within bedrooms when intervening doors are closed, shall be installed between bedrooms or the sleeping area and the remainder of the dwelling unit, such as in a hallway or corridor serving such bedrooms or sleeping area. The products of combustion detector referred shall be: -

(a) equipped with visual or audio indication that they are in operating condition;

(b) mounted on the ceiling or on a wall between 152.4 and 304.8 mm (6 to 12 inches) below the ceiling within 5 metres of any bedroom.

**4.58** Buildings using a fire escape as a secondary means of egress shall have the escape in good condition, free from obstructions and easily reached through an openable window or door.

#### **EGRESS**

**4.59** Every dwelling, and each dwelling unit contained therein shall have a safe, continuous and unobstructed passage from the interior of the dwelling and the dwelling unit to the outside at street or grade level.

**4.60** Each building containing more than one dwelling unit shall have the minimum number of exits as prescribed by the Ontario Fire Code. No exit shall lead through a room not under the immediate control of the occupants of the dwelling unit.



### **NATURAL LIGHT**

**4.61** Every habitable room, except a kitchen, bathroom or toilet room, shall have a window or windows, skylights or translucent panels facing directly or indirectly to an outside space and admits as much natural light equal to but not less than ten percent of the floor area for living and dining rooms and five percent of the floor area for bedrooms and other finished rooms.

### **VENTILATION**

**4.62** Every habitable room in a dwelling unit, including kitchens, bathroom or toilet rooms, shall have openings for ventilation providing an unobstructed free flow of air of at least 0.28 square metres (3 sq. ft.), or an approved system of mechanical ventilation such that provide hourly air exchanges.

**4.63** All system of mechanical ventilation shall be maintained in good working order.

**4.64** All enclosed areas including basements, cellars, crawl spaces and attics or roof spaces shall be have openings for ventilation or an alternative and functioning mechanical system approved by the Property Standards Officer.

### **ELEVATING DEVICES**

**4.65** Elevators and other elevating devices including all mechanical and electrical equipment, lighting fixtures, lamps, control buttons, floor indicators, ventilation fans, and emergency communication systems shall be operational and maintained in good condition.

### **DISCONNECTED UTILITIES**

**4.66** Owners of residential buildings or any person or persons acting on behalf of such owner, shall not disconnect or cause to be disconnected any service or utility supplying heat, electricity, gas, refrigeration or water to any residential unit or building occupied by a tenant or lessee, except for such reasonable period of time as may be necessary for the purpose of repairing, replacing, or otherwise altering said service or utility.

### **OCCUPANCY STANDARDS**

**4.67** No room shall be used for sleeping purposes unless it has a minimum width of two metres (6.6 ft.), and a floor area of at least seven square metres (75 sq. ft.). A room used for sleeping purposes by two or more persons shall have a floor area of at least four square metres (43 sq. ft.) per person.

**4.68** Any basement, or portion thereof, used as a dwelling unit shall conform to the following requirements:

- (a) each habitable room shall comply with all the requirements set out in this By-Law;
- (b) floors and walls shall be constructed so as to be damp proof and impervious to water leakage;
- (c) each habitable room shall be separated from service rooms by a suitable fire separation and approved under the Ontario Building Code;
- (d) access to each habitable room shall be gained without passage through a service room.

## **ARTICLE 5**

### **VACANT LANDS AND BUILDINGS**

**5.1** All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction or repairs shall conform to the Ontario Building Code where applicable.

## **VACANT LANDS**

**5.2** Vacant land shall be maintained to the standards as described in Article 3, Sections 3.7 and 3.8, of this By-Law.

**5.3** Vacant land shall be graded, filled or otherwise drained so as to prevent recurrent ponding of water.

## **VACANT BUILDINGS**

**5.4** Vacant buildings shall be kept cleared of all garbage, rubbish and debris and shall have all water, electrical and gas services turned off except for those services that are required for the security and maintenance of the property.

**5.5** The owner or agent of a vacant building shall board up the building to the satisfaction of the Property Standards Officer by covering all openings through which entry may be obtained with at least 12.7 mm (0.5 inch) weatherproof sheet plywood securely fastened to the building and painted a colour compatible with the surrounding walls.

# **ARTICLE 6 NON-RESIDENTIAL PROPERTY STANDARDS**

**6.1** All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction or repairs shall conform to the Ontario Building Code where applicable.

## **YARDS**

**6.2** The yards of non-residential property shall be maintained to the standards as described in Article 3, Sections 3.7 and 3.8 of this By-Law.

**6.3** The warehousing or storage of material or operative equipment that is required for the continuing operation of the industrial or commercial aspect of the property shall be maintained in a neat and orderly fashion so as not to create a fire or accident hazard or any unsightly condition and shall provide unobstructive access for emergency vehicles.

## **PARKING AREAS, AND DRIVEWAYS**

**6.4** All areas used for vehicular traffic and parking shall have a surface covering as required by the Township of Blandford-Blenheim Zoning Bylaw including, but not limited to, asphalt, concrete, or compacted stone or gravel.

**6.5** All surface coverings shall be kept in good repair, free of dirt and litter. All surface coverings shall be treated to prevent the raising of dust. Driveways shall have a surface covering that prevents the deposition of gravel or loose materials on the traveled portion of the municipal road allowance.

**6.6** All areas used for vehicular traffic, parking spaces and other similar areas shall be maintained so as to afford safe passage under normal use and weather conditions.

## **STRUCTURAL SOUNDNESS**

**6.7** Every part of a building structure shall be maintained in a sound condition so as to be capable of safely sustaining its own weight load and any additional load to which it may be subjected through normal use, having a level of safety required by the Ontario Building Code. Structural members or materials that have been damaged or indicate evidence of deterioration shall be repaired or replaced.

**6.8** Walls, roofs, and other exterior parts of a building or structure shall be free from loose or improperly secured objects or materials.

## **EXTERIOR WALLS**

**6.9** Exterior walls of a building or a structure and their components, including soffits, fascia, windows and doors, shall be maintained in good repair free from cracked, broken or loose masonry units, stucco, and other defective cladding, or trim. Paint or some other suitable preservative or coating must be applied and maintained so as to prevent deterioration due to weather conditions, insects or other damage.

**6.10** Exterior walls of a building or a structure and their components shall be free of unauthorized signs, painted slogans, graffiti and similar defacements.

## **GUARDRAILS**

**6.11** A guard shall be installed and maintained in good repair on the open side of any ramp or interior stairway containing more than two (2) risers or any exterior stair containing more than six (6) risers or any porch, deck, landing or balcony where there is a difference in elevation between adjacent surfaces of 600 mm (24"). A handrail shall be installed and maintained in good repair on all interior stairs having more than two risers and on all exterior stairs having more than three risers.

**6.12** All guardrails and handrails shall be rigid and shall not deflect or move when subjected to a lateral force by a person.

## **LIGHTING**

**6.13** All non-residential establishments shall install and maintain sufficient windows, skylights, and lighting fixtures necessary for the safety of all persons attending the premises or as may be required by the *Occupational Health and Safety Act* for industrial and commercial properties. However, lighting shall not be positioned so as to cause any impairment of use or enjoyment of neighbouring properties.

# **ARTICLE 7 ADMINISTRATION AND ENFORCEMENT**

**7.1** This By-law shall apply to all property within the limits of the municipality.

**7.2** The imperial measurements contained in this By-Law are given for reference only.

## **OFFICERS**

**7.3** The Council of The Corporation of the Township of Blandford-Blenheim shall appoint a Property Standards Officer(s) to be responsible for the administration and enforcement of this By-Law.

## **PROPERTY STANDARDS COMMITTEE**

**7.4** The Property Standards Committee of the Township of Blandford-Blenheim is hereby continued and shall continue to consist of three (3) ratepayers of the Corporation. Each member shall hold office for three (3) years, provided that the term of each such member shall expire at consecutive one (1) year intervals in their respective three (3) year terms so that there shall be one (1) vacancy on the Committee each year to be filled by Council.

**7.5** Council will also fill any other vacancy which may arise from time to time.

**7.6** Every person who initiates an appeal of an Order made under section 15.2 (2) of the *Ontario Building Code Act*, S.O. 1992, c23, shall submit a Notice of Appeal in the time frame and the manner prescribed in section 15.3 (1) of the Act. All Notices of Appeal shall be accompanied by a non-refundable payment of \$110 as the fee for the application.

## **COMPLIANCE**

**7.7** The owner of any property which does not conform to the standards as set out in this By-Law shall repair and/or maintain said property to comply with such standards or the property shall be cleared of all buildings, structures, debris or refuse and left in a leveled and graded condition.

### **PENALTY**

**7.8** Any owner who fails to comply with an order that is final and binding under this bylaw is guilty of an offence under Section 36(1) of the Ontario Building Code Act, S.O. 1992, c. 23, and is liable to a penalty or penalties as set out in Section 36 of that Act.

### **VALIDITY**

**7.9** If an article of this By-Law is, for any reason, held to be invalid, the remaining articles shall remain in effect.

**7.10** Where a provision of this By-Law conflicts with the provision of another by-law in force within the municipality, the provision that establishes the higher standard to protect the health, safety and welfare of the general public shall prevail.

### **TRANSITIONAL RULES**

**7.11** After the date of the passing this by-law, By-Law No. 940-92, as amended, shall apply only to those properties in which an Order to Comply has been issued prior to the date of passing of this by-law, and then only to such properties until such time as the work required by such Order has been completed or any enforcement proceedings with respect to such Order, including any demolition, clearance, or repair carried out by the municipality shall have been concluded.

By-law **READ** a **FIRST** and **SECOND** time this 2<sup>nd</sup> day of July, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 2<sup>nd</sup> day  
of July, 2003.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

# Document General

Form 4 — Land Registration Reform Act

**D**

FOR OFFICE USE ONLY

**466937**

Number.....  
**CERTIFICATE OF REGISTRATION**  
REGISTERED

**2003-07-03**

at 16:51 *mz*  
Land Registry Office No. 41 *been*  
Land Registrar

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 2 pages

(3) Property  
Identifier(s)

Block  
00272

Property  
0082

Additional:  
See  
Schedule ☐

(4) Nature of Document

By-law Number 1404-2003

(5) Consideration

---nil----- Dollars \$

(6) Description

In the Township of Blandford-Blenheim, former  
Township of Blenheim, in the County of Oxford,  
being Lot 3, East of York Street according to  
Registered Plan 57.

(7) This  
Document  
Contains:

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional  
Parties ☐

Other ☐

(8) This Document provides as follows:

See By-law attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

*Keith Reibling*

2003 07 03

(11) Address  
for Service

47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

(13) Address  
for Service

(14) Municipal Address of Property

19 York Street,  
Plattsville, Ontario.  
N0J 1S0

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario.  
N0J 1G0

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

60.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1404-2003

Being a By-law to provide for the sale of a vacant parcel of land located at 19 York Street, Plattsville, being Lot 3, East of York Street according to Registered Plan 57, to the Trustees of Plattsville United Church of the United Church of Canada.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

**AND WHEREAS** Section 268 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides the conditions and procedures to follow when selling lands owned by the municipality.

**AND WHEREAS** Resolution Number 9 enacted on January 2<sup>nd</sup>, 2003, by the Council of the Corporation of the Township of Blandford-Blenheim declared the vacant property (former Plattsville Town Hall lands), described in this by-law as surplus to the needs of the Township.

**AND WHEREAS** Resolution Number 12 was enacted on April 2<sup>nd</sup>, 2003, by the Council of the Corporation of the Township of Blandford-Blenheim accepting the offer of the Plattsville United Church being an abutting property owner of the former Plattsville Town Hall lands.

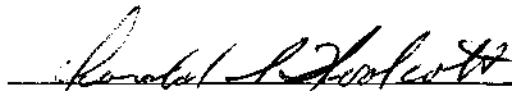
**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:


1. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to The Trustees of Plattsville United Church of the United Church of Canada, for Lot 3, according to Registered Plan 57, for the sum of Two Thousand (\$2,000.00) DOLLARS.
2. That legal costs associated with the transfer will be equally shared by each party.

By-law **READ** a **FIRST** and **SECOND** time this 2nd day of July, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 2nd day of July, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1405-2003

Being a By-law to authorize a fire protection agreement with the Corporation of the Township of East Zorra-Tavistock.

**WHEREAS**, Section 20 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that a municipality may enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

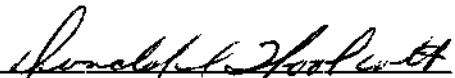
**AND WHEREAS** Council deems it advisable for the Innerkip Fire Station to provide fire protection services to a portion of the Township of Blandford-Blenheim.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim an Agreement dated July 16th, 2003, attached hereto as Schedule "A" to this by-law between the Corporation of the Township of East Zorra-Tavistock and the Corporation of the Township of Blandford-Blenheim for fire protection services from the Innerkip Fire Station.
2. This By-law shall come into force and effect on the 1st day of January, 2003.
3. By-law Number 1173-97 enacted the 5th day of November, 1997, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 16th day of July, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 16th day of July, 2003.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

**SCHEDULE "A"**

**East Zorra-Tavistock/Blandford-Blenheim**  
**Fire Protection Services Agreement**

**THIS AGREEMENT** made this 16<sup>th</sup> day of July, 2003.

**BETWEEN:        THE CORPORATION OF THE TOWNSHIP**  
**OF EAST ZORRA-TAVISTOCK**

Hereinafter called the **PARTY OF THE FIRST PART**

**AND**

**THE CORPORATION OF THE TOWNSHIP**  
**OF BLANDFORD-BLENHEIM**

Hereinafter called the **PARTY OF THE SECOND PART**

**AND WHEREAS** by-laws have been duly enacted by the corporate parties hereto respectively, pursuant to the provisions of the Municipal Act, to authorize an agreement between the said parties relative to the use of certain fire protection equipment and services of the Township of East Zorra-Tavistock within the prescribed fire area of the Township of Blandford-Blenheim;

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

- 1) In this agreement:
  - a) "chief fire official" means the individual, either the fire chief of East Zorra-Tavistock Fire Department or designate, normally the Innerkip Station Chief, for the purposes of emergency response in the service area.
  - b) "designate" means the person who, in the absence of the fire chief, is assigned to be In charge of a particular activity of the fire department, and who has the same powers and authority as the fire chief



- c) "fire area" means the fire area of the township as described in Schedule "A" attached to and forming part of this agreement
- d) "fire chief" means the chief of the fire department
- e) "fire department" means the Township of East Zorra-Tavistock Fire Department, Innerkip Station
- f) "fire protection services" means and includes the following:
  - i) fire fighting/suppression
  - ii) fire cause determination and investigations, including, where practicable the determination of whether existing Ontario Fire Code violations may have contributed to, or the cause of the fire
  - iii) hazardous material incidents
  - iv) search and rescue operations
  - v) medical assistance with one (1) rescue van and five (5) firefighters responding
  - vi) extrication services
  - vii) any other responses or incidents to which the fire department would normally respond.
  - viii) administrative functions and services including the timely transmission of copies of all reports generated by incidents in the service area to the Blandford-Blenheim Fire Chief.
  - ix) water rescue - land based only
- 2) The Township of East Zorra-Tavistock Fire Department, Innerkip Station, will supply, the above noted "fire protection services" to the Township of Blandford-Blenheim in the fire area as described in Schedule "A" attached to and forming part of this agreement. Fire Prevention inspections, reports and services in the fire area shall be provided by the Township of Blandford-Blenheim.
- 3) The fire apparatus and personnel of the Innerkip Fire Station that will respond to occurrences in the fire area of the Township of Blandford-Blenheim will be as follows
  - a) one pumper with a minimum of two (2) fire fighters
  - b) one tanker with a minimum of two (2) fire fighters
  - c) one rescue van with a minimum of two (2) fire fighters

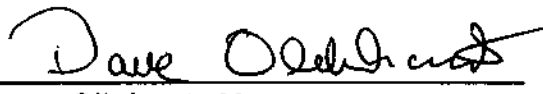
- 4) In all cases, should the fire chief, or designate, require assistance at the fire area, or believe assistance may be required by way of additional personnel, apparatus or equipment, such assistance shall be summoned from the closest available fire station in the Township of Blandford-Blenheim.
- 5) Notwithstanding Section 3 above, the fire chief, or designate, may refuse to supply the Described response to occurrences if such response personnel, apparatus or equipment are required in the Township of East Zorra-Tavistock, or elsewhere, under the provisions of the County of Oxford Emergency Fire Services Plan and Program. Similarly, the fire chief, or designate, may order the return of such apparatus, equipment or personnel that is responding to or is at the scene of an incident in the fire area. In such cases, the fire chief, or designate, may summon assistance in accordance with the provisions of the Oxford County Mutual Aid Plan.
- 6) The fire chief, or designate, shall have full authority and control over any and all activities in which the fire department may be engaged in the fire area.
- 7) The Township of Blandford-Blenheim agrees to provide a map of the fire area clearly indicating all readily accessible static sources of water available for fire fighting operations.
- 8) The Township of Blandford-Blenheim agrees to maintain all streets and roads in the fire area identifiable by having them clearly marked at all intersections.
- 9) The Township of Blandford-Blenheim agrees to identify all bridges under township or other jurisdiction(s) in the fire area as to weight limits and advice of alternative routes for fire apparatus. Any such bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by fire apparatus.
- 10) The Township of Blandford-Blenheim shall be responsible for establishing and notifying, in the manner and to the extent deemed necessary, residents and occupants of the fire area of the procedures for reporting an emergency, and of the services provided by the fire department.

- 11) The Township of Blandford-Blenheim shall take whatever action is appropriate and necessary to have the fire chief appointed and "Chief Fire Official" for the fire area.
- 12) In consideration of the fire protection services undertaken by the Township of East Zorra-Tavistock in the fire area of the Township of Blandford-Blenheim, fees as set out in Schedule "B", attached hereto, shall be paid to the Township of East Zorra-Tavistock within fourteen days of receipt of the annual invoice.
- 13) Notwithstanding anything herein contained, no liability shall attach or accrue to the Township of East Zorra-Tavistock for failing to supply to the Township of Blandford-Blenheim on any occasion, or occasions, any of the fire protection services provided for in this agreement.
- 14) The Township of East Zorra-Tavistock agrees to provide the Township of Blandford-Blenheim with a notice in writing advising of any building (station) expansion and/or relocation and/or vehicle purchase a minimum of two (2) years prior to submitting an invoice for the capital expenditure.
- 15) No liability shall attach or accrue to the Township of Blandford-Blenheim by reason of any injury or damage sustained by personnel, apparatus, or equipment of the Innerkip Fire Station while engaged in the provision of fire protection services in the fire area.
- 16) The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of sixty (60) days written notice of the proposed amendment(s).
- 17) In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.
- 18) This Agreement shall be in force and effect for a period of five (5) years commencing on January 1, 2003. Thereafter, it shall be automatically renewed unless either party wishes to cease participating in this agreement, in which case:


- a) one (1) years written notice must be given to the other party. Any written notice given as aforesaid shall terminate this agreement as of the 31st day of December of the following year in which notice is given.
- b) the terminating parties share will firstly be offered to the remaining party at a price to be agreed upon by the parties. Failing agreement, the price shall be determined by an independent appraisal. The funding of such purchase, if required, will be extended over a period of years agreeable to the parties.

**IN WITNESS WHEREOF** each of the parties has affixed its corporate seal by the hands of the proper officials.

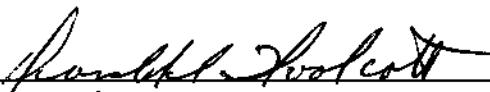
**TOWNSHIP OF EAST ZORRA-  
TAVISTOCK**

  
\_\_\_\_\_  
Dave Oliphant, Mayor

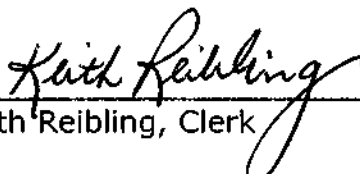
(SEAL)

  
\_\_\_\_\_  
Jeff Carswell, Clerk

**TOWNSHIP OF BLANDFORD-BLENHEIM**

  
\_\_\_\_\_  
Don Woolcott, Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, Clerk

**Schedule "A" to the East Zorra-Tavistock/Blandford-Blenheim Fire  
Protection Services Agreement**

**Fire Area Definition:**

**Blandford-Blenheim** - ALL AND SINGULAR that certain parcel of tract of land lying and being in the County of Oxford, Township of Blandford-Blenheim, in the former Township of Blandford, being composed of Lots 1 through 14, Concessions 1 through 7 being bounded by the City of Woodstock and the Thames River on the west and Oxford County Road 22 on the east, excluding Provincial Highway 401.

**East Zorra-Tavistock** - ALL AND SINGULAR that certain parcel of tract of land lying and being in the County of Oxford, Township of East Zorra-Tavistock, in the former Township of East Zorra, being composed of Concession 13, Lots 1 through 10, Concession 14 & 15, Lots 1 through 14, Concessions 16 & 17, Lots 1 through 15 and Concession 18, Lots 11 through 15 and the Village of Innerkip, bounded by the Thames River on the east and south, the 13<sup>th</sup> Line, 14<sup>th</sup> Line, 16<sup>th</sup> Line on the west and Oxford Road 33 and Braemar Sideroad on the north.

## **East Zorra-Tavistock/Blandford-Blenheim Fire Protection Services Agreement**

Page 7



**Schedule "B" to the East Zorra-Tavistock/Blandford-Blenheim Fire  
Protection Services Agreement**

1. Formula for Cost Sharing Allocation:

$$\text{Blandford-Blenheim} = A/(A+B)$$

$$\text{East Zorra-Tavistock} = B/(A+B)$$

**A** = Assessment\* x applicable tax ratios x prescribed % equals the Weighted Assessment (Taxable) for the Fire Area properties described in Schedule "A" attached herein for the Township of Blandford-Blenheim.

**B** = Assessment\* x applicable tax ratios x prescribed % equals the Weighted Assessment (Taxable) for the Fire Area properties described in Schedule "A" attached herein for the Township of East Zorra-Tavistock.

*\* Assessment is defined as the property assessment totals that have been returned in the previous year for the taxation in the current year. For the purpose of this agreement, Pipeline and Exempt assessment, if applicable, shall not be included.*

2. The percentage share in Section 1 herein shall be applied to the maintenance costs incurred by the Innerkip Fire Station which includes 33 1/3 % (one of three stations) of the total department expenses associated with the Fire Chief;

after deducting

the actual fire fighting wages accruable to the Innerkip Fire Station and the Fire Chief's salary and benefits accruable to the Innerkip Fire Station

plus

the actual fire fighting wages which shall accrue to the Blandford-Blenheim fire area set out in Schedule "A"

a lump sum of \$3,000.00 which shall represent the portion of the Fire Chief's salary and benefits accruable to the fire area

less  
any revenues received in the current calendar year from the  
Province of Ontario and/or insurance companies for calls in the  
Township of Blandford-Blenheim.

3. Notwithstanding the provisions of Sections 1, where the Percentage share for The Township of Blandford-Blenheim exceeds 49%, the maximum percentage share attributed to the Township of Blandford-Blenheim shall be 49%.



# Document General

Form 4 — Land Registration Reform Act

D

<p style="text-align: center; font-size: 24px; font-weight: bold;">467312</p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 18px;">2003-07-17</p> <p>at 1312..... <i>mzbeun</i> Land Registry Office No. 41 Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 3 pages</p>
	<p>(3) Property Identifier(s) Block Property</p> <p style="text-align: center;">00289 0181</p>	<p>Additional: See Schedule <input type="checkbox"/></p>
	<p>(4) Nature of Document</p> <p style="text-align: center;">By-law</p>	
	<p>(5) Consideration</p> <p style="text-align: center;">---nil----- Dollars \$</p>	
	<p>(6) Description</p> <p>In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 12, Concession 7, (Blenheim) and Part of Lot 7, north of Oxford Street, according to Registered Plan 199, now designated as PARTS 1, 2, 3, 4, 5 and 6 on Reference Plan 41R-7217.</p>	
	<p>(7) This Document Contains:</p>	<p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>

(8) This Document provides as follows:

See Township of Blandford-Blenheim By-law Number 1406-2003 attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)  
Part of Instrument Numbers 323109 and 408430

(10) Party(ies) (Set out Status or Interest)		Signature(s)	Date of Signature Y M D
Name(s) <b>THE CORPORATION OF THE TOWNSHIP</b>			
<b>OF BLANDFORD-BLENHEIM (the "Township")</b>			
by its Clerk-Administrator Keith Reibling		<i>Keith Reibling</i>	2003.07.17

(11) Address for Service 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)		Signature(s)	Date of Signature Y M D
Name(s)			

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>Vacant Land, Drumbo, Ontario.</p>	<p>(15) Document Prepared by:</p> <p>Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 5px;">Fees and Tax</th> </tr> <tr> <td style="padding: 5px;">Registration Fee</td> <td style="text-align: center; padding: 5px;">60</td> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr> <td style="padding: 5px;">Total</td> <td style="text-align: center; padding: 5px;">60</td> </tr> </table>	Fees and Tax		Registration Fee	60							Total	60
Fees and Tax														
Registration Fee	60													
Total	60													

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1406-2003

Being a By-law to provide for the sale of a vacant parcel of land located at Part of Lot 12, Concession 7, (former Blenheim), and Part of Lot 7, north of Oxford Street, according to Registered Plan 199 to James Brian McManus and Stirling Bridge Homes Ltd.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

**AND WHEREAS** Section 268 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides the conditions and procedures to follow when selling lands owned by the municipality.

**AND WHEREAS** Resolution Number 10 enacted on June 5<sup>th</sup>, 2002, by the Council of the Corporation of the Township of Blandford-Blenheim declared the vacant property (former CN Railway property and other lands), as surplus to the needs of the Township.

**AND WHEREAS** Resolution Number 9 was enacted on March 5<sup>th</sup>, 2003, by the Council of the Corporation of the Township of Blandford-Blenheim accepting the tender of J. Brian McManus, in the amount of \$27,550.00 for each of the six (6) residential lots.

**AND WHEREAS** J. Brian McManus requested that the residential lots be registered alternately between his company, Stirling Bridge Homes Ltd. and James Brian McManus to keep the properties from merging together.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to James Brian McManus, for Part of Lot 12, Concession 7, (former Blenheim) now designated as PART 1 according to Reference Plan 41R-7217, for the sum of Twenty-Seven Thousand, Five Hundred and Fifty (\$27,550.00) DOLLARS.
2. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Stirling Bridge Homes Ltd., for Part of Lot 12, Concession 7, (former Blenheim) now designated as PART 2 according to Reference Plan 41R-7217, for the sum of Twenty-Seven Thousand, Five Hundred and Fifty (\$27,550.00) DOLLARS.
3. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to James Brian McManus, for Part of Lot 12, Concession 7, (former Blenheim) now designated as PART 3 according to Reference Plan 41R-7217, for the sum of Twenty-Seven Thousand, Five Hundred and Fifty (\$27,550.00) DOLLARS.

By-law Number **1406-2003** Cont'd.:

4. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Stirling Bridge Homes Ltd., for Part of Lot 12, Concession 7, (former Blenheim) now designated as PART 4 according to Reference Plan 41R-7217, for the sum of Twenty-Seven Thousand, Five Hundred and Fifty (\$27,550.00) DOLLARS.
5. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to James Brian McManus, for Part of Lot 12, Concession 7, (former Blenheim) and Part of Lot 7, north of Oxford Street, according to Registered Plan 199 now designated as PART 5 according to Reference Plan 41R-7217, for the sum of Twenty-Seven Thousand, Five Hundred and Fifty (\$27,550.00) DOLLARS.
6. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Stirling Bridge Homes Ltd., for Part of Lot 12, Concession 7, (former Blenheim) and Part of Lot 7, north of Oxford Street, according to Registered Plan 199 now designated as PART 6 according to Reference Plan 41R-7217, for the sum of Twenty-Seven Thousand, Five Hundred and Fifty (\$27,550.00) DOLLARS.
7. Each party to the transfers of properties shall bear their own legal costs, subject to the preparation of the transfers being provided at the cost of the Corporation of the Township of Blandford-Blenheim.
8. The closure of the sale for the transfer of all properties shall be completed by October 31<sup>st</sup>, 2003.

By-law **READ** a **FIRST** and **SECOND** time this 16th day of July, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 16th day of July, 2003.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

**Document General**  
Form 4 — Land Registration Reform Act

**D**

<b>473488</b>  Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED  2004 -03- 01  at 8:40 <i>mzbeun</i> Land Registry Office No.41 Land Registrar	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 2 pages
	(3) Property Identifier(s) Block Property Part of 00282 0260	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document By-law Number 1407-2003	
	(5) Consideration ---nil----- Dollars \$	
	(6) Description  In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 13, Concession 7, (Blenheim), now designated as PART 1 on Reference Plan 41R-5670.	
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>	
New Property Identifiers Additional: See Schedule <input type="checkbox"/>	Executions Additional: See Schedule <input type="checkbox"/>	

(8) This Document provides as follows:

See Township of Blandford-Blenheim By-law Number 1407-2003 attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)  
Part of Instrument Number 323109

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Name(s)		
THE CORPORATION OF THE TOWNSHIP		
OF BLANDFORD-BLENHEIM (the "Township")		
by its Clerk-Administrator Keith Reibling	<i>Keith Reibling</i>	2003 09 18

(11) Address for Service 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Name(s)		

(13) Address for Service

(14) Municipal Address of Property  Vacant Land Drumbo, Ontario.	(15) Document Prepared by:  Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0	<b>Fees and Tax</b> Registration Fee 60    Total 60
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THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1407-2003

Being a By-law to provide for the sale of a vacant parcel of land located at Part of Lot 13, Concession 7 (former Blenheim), to Anthony J. Wallbank.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

**AND WHEREAS** Section 268 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides the conditions and procedures to follow when selling lands owned by the municipality.

**AND WHEREAS** Resolution Number 15 enacted on December 6<sup>th</sup>, 1995 and Resolution Number 17 enacted on September 3<sup>rd</sup>, 2003, by the respective Councils of the Corporation of the Township of Blandford-Blenheim declared the vacant property, described in this by-law as surplus to the needs of the Township.

**AND WHEREAS** the said lands provide a second (2nd) street access to Draft Plan of Subdivision 32T-92006 (A. J. Wallbank) from the proposed subdivision onto Station Street in Drumbo.

**AND WHEREAS** Council established a price of \$27,550.00 as an acceptable value for the said lands and this amount was accepted by Anthony J. Wallbank in a letter dated August 28, 2003, to the Township.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Anthony J. Wallbank, for Part of Lot 13, Concession 7 (former Blenheim), more particularly described as PART 1 on Reference Plan 41R-5670, for the sum of Twenty Seven Thousand Five Hundred and Fifty (\$27,550.00) DOLLARS.
2. That any legal costs associated with the transfer are to be paid by the purchaser.

By-law **READ** a **FIRST** and **SECOND** time this 17th day of September, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 17th day of September, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1408-2003

Being a By-law to appoint the Deputy Fire Chiefs of the Township of Blandford-Blenheim Fire Department.

**WHEREAS** the Council of the Corporation of the Township of Blandford-Blenheim enacted By-law Number 1070-95 on the 6th day of September, 1995,

**AND WHEREAS** Council deems it advisable to appoint Deputy Fire Chiefs to act in the place of the Fire Chief in the fire chief's absence, or in the case of a vacancy in the position of fire chief and to establish the position of Deputy Fire Chief to cover their fire area within the Department.

**AND WHEREAS** the Municipal Act, R. S. O. 1990, Chapter M. 45, Section 207, Subsection 45, as amended, authorizes that by-laws may be passed for appointing such officers and employees as may be necessary for the purposes of the corporation in carrying into effect a by-law of the council.

**NOW THEREFORE**, the council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

- Bob Humphrey-Bright Fire Area and the Fire Area currently covered under a Fire Agreement with the Township of East-Zorra Tavistock.
- Phil Harmer-Drumbo Fire Area and the Fire Area currently covered under a Fire Agreement with the Township of North Dumfries.
- Gerhard Magnus-Plattsville Fire Area and the Fire Area currently covered under a Fire Agreement with the Township of Wilmot.
- Bill Goodwin-Princeton Fire Area and the Fire Area currently covered under a Fire Agreement with the County of Brant.

Are hereby appointed as Deputy District Fire Chiefs of the Township of Blandford-Blenheim Fire Department in accordance with the provisions of By-law Number 1067-95.

1. That the provisions of this By-law shall take effect on the final passing thereof.
2. By-law Number 1070-95, enacted the 6<sup>th</sup> day of September, 1995, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 1<sup>st</sup> day of October, 2003.

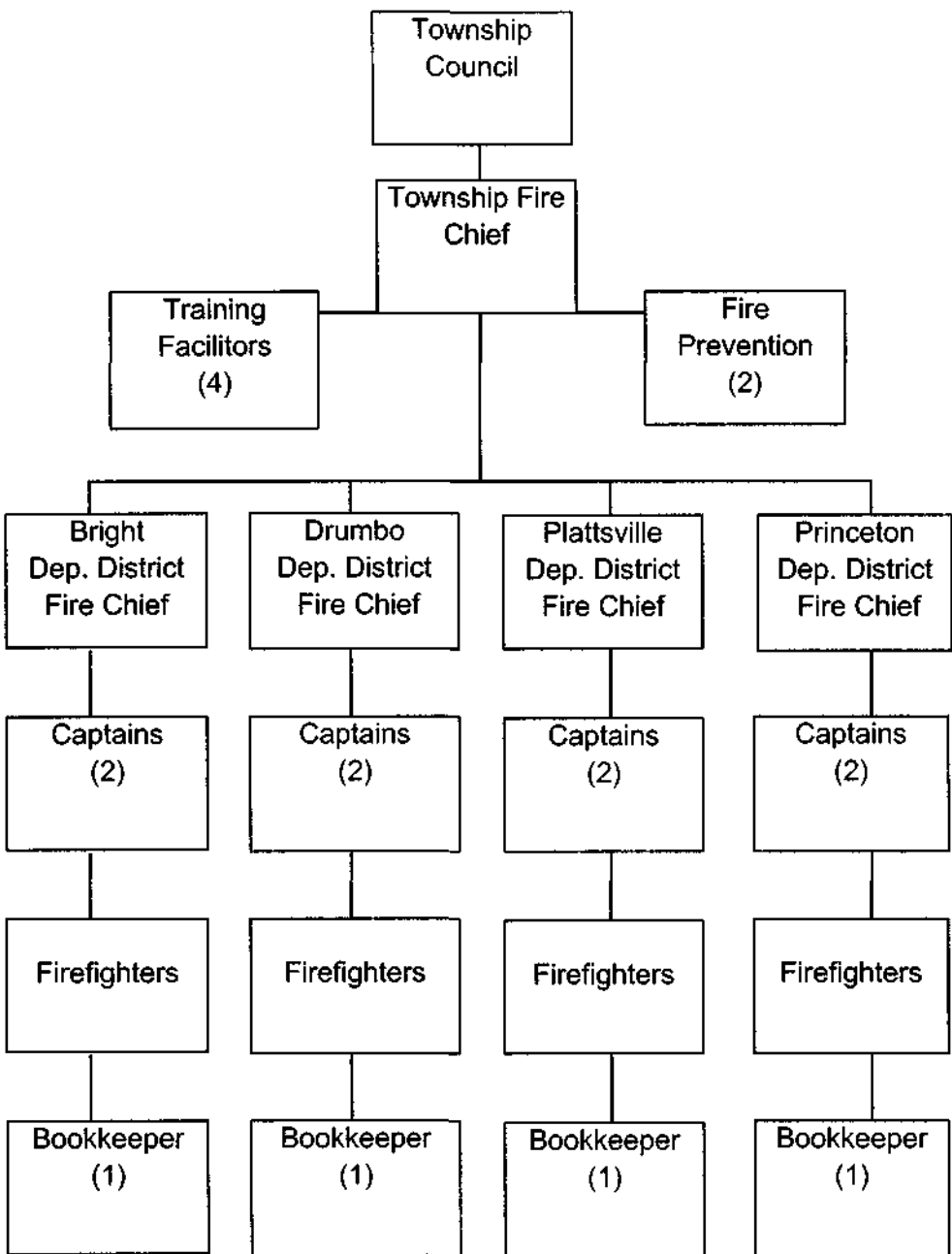
By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 1st day of October, 2003.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk/Administrator

TABLE 1  
**BLANDFORD-BLENHEIM**  
**FUNCTIONAL ORGANIZATIONAL CHART**



This is Table 1 to By-law  
Number 1408-2003 passed  
the 1st day of October, 2003.

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1409-2003  
SCHULTZ DRAIN IMPROVEMENT 2003

A By-law to provide for a drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

**WHEREAS** the requisite number of owners have petitioned the Council of the Corporation of the Township of Blandford-Blenheim (the "Corporation") in the Restructured County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

TOWNSHIP OF BLANDFORD-BLENHEIM

Part of Lots 17 and 18, Concession 3 (former Blenheim)

Part of Lots 17 and 18, Concession 4 (former Blenheim)

Part of Township Road 4 (Blenheim)

**AND WHEREAS** the estimated cost of constructing the Drainage Works is \$35,300.00.

**AND WHEREAS** \$35,300.00 is the amount to be contributed by the Corporation for construction of the Drainage Works.

**AND WHEREAS** the Corporation has received its annual debt and financial obligation limit for 2003 from the Ministry of Municipal Affairs (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable.

**THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, enacts as follows:

1. The report dated July 21<sup>st</sup>, 2003 and attached hereto, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. (1) The Corporation may borrow on the credit of the Corporation the amount of \$35,300.00, being the necessary amount for construction of the Drainage Works.  
  
(2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
  - (a) grants received under Section 85 of the Act;
  - (b) commuted payments made in respect of lands and roads assessed within the municipality;
  - (c) moneys paid under subsection 61(3) of the Act; and

such debentures shall be made payable within a term not to exceed five (5) years from the date of the debenture(s) and shall bear interest at a rate to be established by the County at the time such debenture(s) are issued.

The Restructured County of Oxford shall handle the sale of such debenture(s). The Corporation shall make annual payments of principal and interest in respect of the debenture(s) issued by the Restructured County of Oxford to the County on or before their respective due dates.



3. In each year during the currency of the debentures there shall be levied upon the lands and roads set forth in the attached Schedule "A" and raised by a special rate, an amount sufficient to redeem the principal and interest on the debenture(s), such amount shall be collected in the same manner and at the same time as other taxes are collected in each year of the currency of the debenture(s).

SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
3	Part of Lot 18 (Llodyn Farms)	\$18,117.00
3	Part of Lots 17 and 18 (James S. Graham)	2,456.00
3	Part of Lot 18 (Robert & Barbara Graham)	74.00
4	Part of Lot 17 (Mary Ellen, Kenneth & John Edgar)	5,397.00
4	Part of Lot 17 (Charles & Audrey Schultz)	5,496.00
4	Part of Lot 18 (Harry & Donna Magee)	1,405.00
4	Part of Lot 18 (Gordon & Susan Chiasson)	246.00
SUB-TOTAL		\$ 33,191.00
Roads of Municipality - Township Road 4		2,109.00
<b>TOTAL ASSESSMENT - TOWNSHIP OF</b>		
<b>BLANDFORD-BLENHEIM</b>		<b>\$ 35,300.00</b>

4. For paying the sum of \$2,109.00, being the amount assessed upon the lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Blandford-Blenheim and shall be payable from the current revenue at the time construction of the drain is completed and the costs assessed.
5. This by-law comes into force on the passing thereof and may be cited as **"SCHULTZ DRAIN IMPROVEMENT 2003 BY-LAW"**.

First Reading: October 1<sup>st</sup>, 2003.

Second Reading: October 1<sup>st</sup>, 2003.

Provisionally adopted this 1<sup>st</sup> day of October, 2003.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator.

Third Reading: December 3rd, 2003.

Enacted the 3rd day of December, 2003.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

KEITH REIBLING, A.M.C.T., Clerk-Administrator  
MAUREEN SIMMONS, A.M.C.T., Treasurer/Collector  
WILLIAM VANCE, Road Manager  
JAMES WATSON, C.E.T., Chief Building Official  
RICK RICHARDSON, Fire Chief  
DARREN HALL, Facility Manager



P.O. Box 100  
Telephone: (519) 463-5347  
Fax: (519) 463-5881  
website: [www.twp.bla-ble.on.ca](http://www.twp.bla-ble.on.ca)

**TOWNSHIP OF BLANDFORD-BLENHEIM**  
47 Wilmot Street South  
**DRUMBO, ONTARIO**  
N0J 1G0


October 6, 2003.

**TO ALL LANDOWNERS IN THE**  
**"SCHULTZ DRAIN IMPROVEMENT 2003" WATERSHED**

**NOTICE OF SITTING OF COURT OF REVISION**  
The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the **5th** day of **November, 2003**, at **1:00 P.M.**, to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be **FRIDAY, OCTOBER 24<sup>th</sup>, 2003.**

  
\_\_\_\_\_  
Keith Reibling,  
Clerk-Administrator.

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1410-2003

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and David and Kathy Hall.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Consent Application Numbers B-120/02; B-121/02; B-122/02 and B-123/02 (David and Kathy Hall) has granted four (4) severances subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lots.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the developers (David and Kathy Hall) of the property to effect proper development of Four (4) residential lots, being composed of Part of Lot 17, Concession 12, (former Blenheim), more particularly described as Parts 1, 2, 3 and 5 on Reference Plan 41R-7167.

**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated September 30th, 2003, for developing lands, being composed of Part of Lot 17, Concession 12 (former Blenheim), more particularly described as Parts 1, 2, 3 and 5 on Reference Plan 41R-7167, between David and Kathy Hall and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 1<sup>st</sup> day of October, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 1st day of October, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

David & Hall

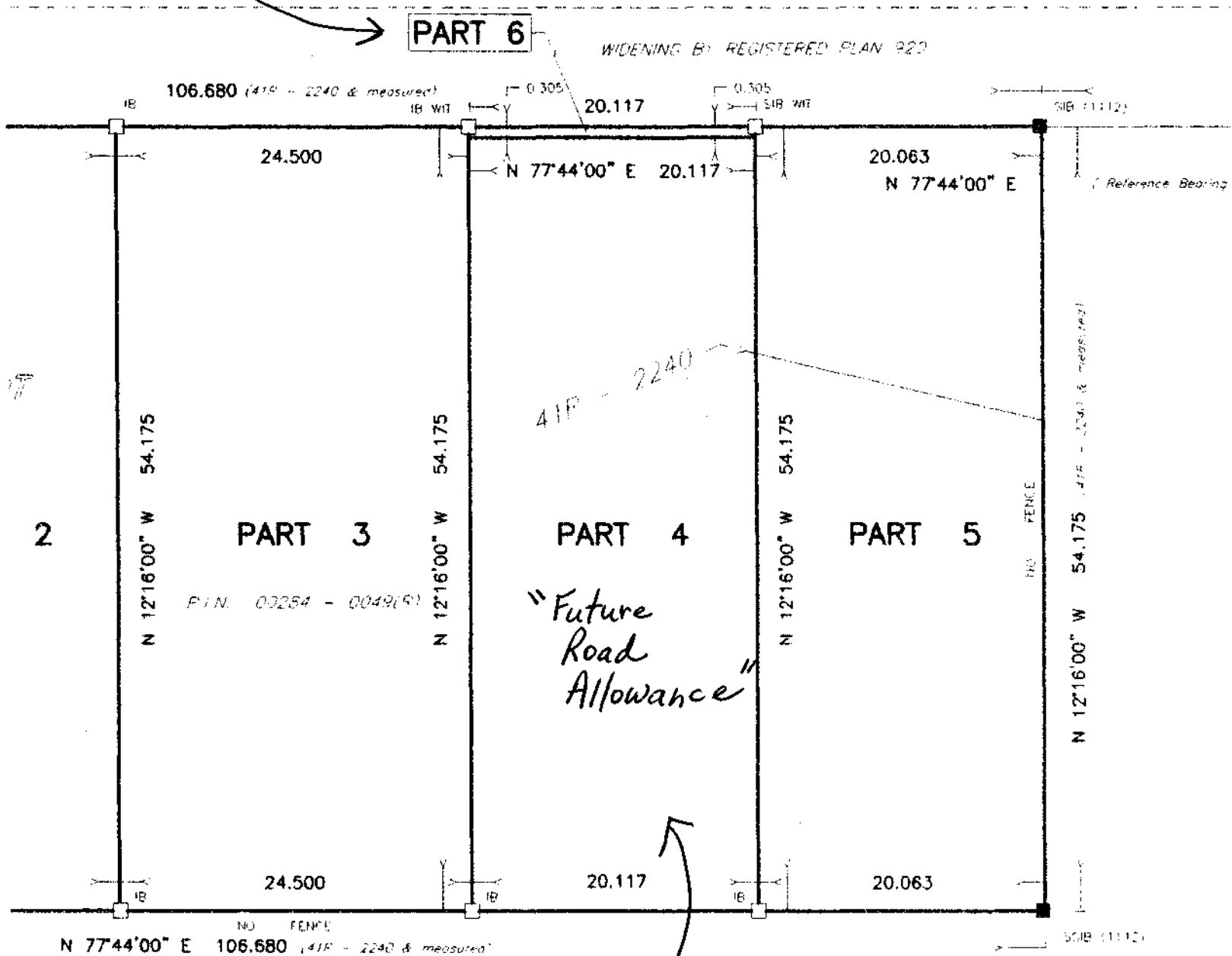
# Reference Plan 41R-7167

1 foot Reserve; Instrument #471588

merged with City Rd PIN "in error"

Spoke to Peggy G. about it on Dec. 8/06.

SEE REGISTERED PLAN 920 AND ORDER IN COUNCIL CO-3021/77  
FORMERLY THE KING'S HIGHWAY No 97  
ORIGINAL ROAD ALLOWANCE BETWEEN CONCESSIONS 12 AND 13 (AS WIDENED)



Roll # 020-080-00180.

P.I.N. 00254 - 0050(R)

Agreement is left on Parts 4 & 6  
pending future development.

# Document General

Form 4 - Land Registration Reform Act

**D**

<p style="text-align: center; font-size: 24px; font-weight: bold;">496780</p> <p>Number.....</p> <p style="text-align: center; font-weight: bold;">CERTIFICATE OF REGISTRATION</p> <p style="text-align: center;">REGISTERED</p> <p style="text-align: center; font-size: 18px;">2006 -12- 08</p> <p>at 16:36 <i>[Signature]</i> Land Registry Office No. 41 Land Registrar</p> <p>New Property Identifiers</p> <p>Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p>Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 1 pages</p>
	<p>(3) Property Identifier(s) Block 00284 0095(R) Property</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>	
	<p>(4) Nature of Document PARTIAL RELEASE OF CONSENT AGREEMENT</p>	
	<p>(5) Consideration n/a Dollars \$</p>	
	<p>(6) Description  In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 17, Concession 12, described as PART 5 on Reference Plan 41R-7167.</p>	
	<p>(7) This Document Contains:</p> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>	

(8) This Document provides as follows:

Release of Consent Agreement contained in Instrument No. 469683 registered on the 7<sup>th</sup> day of October, 2003, being a consent Agreement between David & Kathy Hall, and the Township, has been fully complied with.

The restrictions are no longer required for this property and this release is final in nature and does not require any subsequent confirmation.

Continued on Schedule ☐

(9) This Document relates to instrument number(s) **Instrument Number 469683**

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s) <b>THE CORPORATION OF THE</b>	<i>[Signature]</i> Kenn R. Howling, Mayor	Y M D 2006 12 06
<b>TOWNSHIP OF BLANDFORD-BLENHEIM</b>	<i>[Signature]</i> Keith Reibling, Clerk-Administrator	2006 12 06

(11) Address for Service **47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0**

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D

(13) Address for Service

<p>(14) Municipal Address of Property 145 Albert Street East Plattsville, Ontario. N0J 1S0</p>	<p>(15) Document Prepared by: Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:50%;">Registration Fee</td><td style="width:50%;"></td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td>Total</td><td style="text-align: center;">600 -</td></tr> </table>	Registration Fee										Total	600 -
Registration Fee														
Total	600 -													

**Document General**  
Form 4 — Land Registration Reform Act**D**

<b>FOR OFFICE USE ONLY</b>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 1 pages
	(3) Property Identifier(s) 00284 0091(R) Block 00284 0092(R) Property 00284 0093(R)	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document <b>PARTIAL RELEASE OF CONSENT AGREEMENT</b>	
	(5) Consideration n/a Dollars \$	
	(6) Description In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 17, Concession 12, described as PARTS 1, 2 and 3 on Reference Plan 41R-7167.	
Number <b>495364</b> <b>CERTIFICATE OF REGISTRATION</b> REGISTERED 2006 -08- 02 at 10:55 <i>mz</i> Land Registry Office No. 41 Land Registrar		
New Property Identifiers Additional: See Schedule <input type="checkbox"/>		
Executions Additional: See Schedule <input type="checkbox"/>		
(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>		

## (8) This Document provides as follows:

Partial Release of Consent Agreement contained in Instrument No. 469683 registered on the 7<sup>th</sup> day of October, 2003, being a consent Agreement between David & Kathy Hall, and the Township, has been fully complied with.

The restrictions are no longer required for this property and this release is final in nature and does not require any subsequent confirmation.

Continued on Schedule ☐

## (9) This Document relates to instrument number(s)

Instrument Number 469683

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s) <b>THE CORPORATION OF THE</b>	<i>Donald S. Woolcott</i> Donald S. Woolcott, Mayor	Y 2006 M 07 D 19
<b>TOWNSHIP OF BLANDFORD-BLENHEIM</b>	<i>Keith Reibling</i> Keith Reibling, Clerk-Administrator	Y 2006 M 07 D 19
(11) Address for Service	47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0	

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D

(13) Address for Service	(14) Municipal Address of Property	(15) Document Prepared by:	<b>FOR OFFICE USE ONLY</b>	Fees and Tax	
	127 Albert Street East	Keith Reibling,		Registration Fee	60
	133 Albert Street East	Clerk-Administrator,			
	137 Albert Street East	Township of Blandford-			
	Plattsville, Ontario.	Blenheim,			
	N0J 1S0	47 Wilmot Street South,			
		Drumbo, Ontario. N0J 1G0		Total	60

<p style="text-align: center; font-size: 1.2em;"><b>469683</b></p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 1.1em;">2003-10-07</p> <p>at 16:37 Land Registry Office No. 41 <i>M. Z. Green</i> Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 14 pages</p>
	<p>(3) Property Identifier(s) Block 00284 Property 0049</p>	<p>Additional: See Schedule <input type="checkbox"/></p>
	<p>(4) Nature of Document Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.</p>	
	<p>(5) Consideration --nil----- Dollars \$</p>	
<p>(6) Description In the former Township of Blenheim, now in the Township of Blandford-Blenheim, in the County of Oxford, being composed of Part of Lot 17, Concession 12 (Blenheim), described as PARTS 1, 2, 3, 4, 5 and 6 on Reference Plan 41R-7167.</p>		
<p>Additional: See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains:</p>	<p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p>
<p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>		

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

<p>(10) Party(ies) (Set out Status or Interest)</p> <p>Name(s) Signature(s)</p> <p><b>THE CORPORATION OF THE TOWNSHIP</b></p> <p><b>OF BLANDFORD-BLENHEIM (the "Township")</b></p> <p>by its Clerk-Administrator Keith Reibling</p>	<p>Date of Signature Y M D</p> <p><i>Keith Reibling</i> 2003 10 06</p>
---	--

(11) Address for Service 47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

<p>(12) Party(ies) (Set out Status or Interest)</p> <p>Name(s) Signature(s)</p> <p><del>DAVID AND KATHY HALL</del></p> <p>HALL, DAVID</p> <p>HALL, KATHY</p>	<p>Date of Signature Y M D</p>
--	------------------------------------

(13) Address for Service R.R.#4, BRIGHT, Ontario. N0J 1B0

<p>(14) Municipal Address of Property not assigned</p>	<p>(15) Document Prepared by: Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%; text-align: center;">60</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td style="text-align: center;">60</td> </tr> </table>	Registration Fee	60							Total	60
Registration Fee	60											
Total	60											

**CONSENT AGREEMENT**  
**HALL SEVERANCE**  
**PART OF LOT 17, CONCESSION 12**  
**TOWNSHIP OF BLANDFORD-BLENHEIM**  
(FORMERLY TOWNSHIP OF BLENHEIM)

THIS AGREEMENT made on the 30th day of September, 2003.

BETWEEN:

DAVID & KATHY HALL  
Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM  
Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of four consents to sever with respect to the said lands that will create four new building lots along the south side of Albert Street East, between Walter Street and Fennel Street, in the settlement of Plattsville- municipally known as 926806 Oxford Road 8, hereinafter called the new building lots;

AND WHEREAS the County of Oxford Land Division Committee (Application Numbers B-120/02, B-121/02, B-122/02, B-123/02) has granted the severances subject to conditions being fulfilled to the Township's satisfaction as per their decision dated January 9, 2003, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) per new building lot created in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) per new building lot is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.



1.2 All work to conform to approved plan

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan hereto attached, required by, and in accordance with the sections of this agreement. All approved plans are to be initialed by the Township Engineer.

1.3 Construction Within County Right-of-Way

Work done within the road right-of-way by either the owner or lot purchasers shall be done to the County's satisfaction.

1.4 Owner to notify lot purchaser of his obligations

The Owner agrees to notify each lot purchaser of his obligations of construction re the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that each lot purchaser is required to comply with all applicable sections of this agreement.

1.5 Owner to employ Engineer for design

The Owner or Lot Purchasers shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lots showing the grading and drainage, the driveway and boulevard work. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchasers may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

1.6 Other Work

If at any time during the construction for the new building lots it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

1.7 Liability

Until the Council of the Township shall have accepted all the work with respect to the new building lots, as evidenced by the Engineer's Certificate of Lot Grading of Section 17, the Owner and/or each lot purchaser of the new lots agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchasers undertaking this development, or from any part or omission by the Owner or Lot Purchasers, their agents, servants or contractors in the performance of any matter or thing in this Agreement.

1.8 Intent

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

2. DRAINAGE ACT MATTERS2.1 Engineer's Report for Drainage Assessment Reapportionment

The owner agrees to pay \$253.62 for each new lot created for a just portion of the cost of the Plattsville Drainage Works as outlined in a report dated November 15, 1991, in accordance with Section 66 of the Drainage Act, RSO 1990. The amount collected will be credited to the account of the drain for future maintenance (repairs or improvements) of the drainage works.

2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act

The Owner agrees to notify each lot purchaser of their obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act. There is a valid drainage petition currently being worked on by an Engineering firm to install new storm drains in Plattsville. This will result in an additional financial obligation for each new lot created in this agreement, firstly an assessment for the Engineer's report and secondly an assessment for the new drain that eventually will be placed on Albert Street East.

3. OTHER DRAINAGE MATTERS

3.1 Grading of Lot (To Provide Proper Drainage)

The Owner agrees to grade the new building lots as shown on the approved plan, and/or to notify each lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.

3.2 Private Drain Connection

The Owner agrees to notify each lot purchaser of their obligation to construct any private drain connection, back water valve, and sump pump as outlined in Schedule "C" hereto.

4. DRIVEWAY

4.1 General

The Owner agrees to notify each lot purchaser of their obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall initially consist of granular and shall ultimately be finished using a hard surfacing material, either asphalt or paving blocks.

4.2 Permits

The Owner shall advise each lot purchaser that it is their responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

4.3 Specifications

The driveway shall be constructed in accordance with the requirements of Schedule C.

5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES

5.1 General

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lots. Connections from the main lines of the services into the lots will be the responsibility of each lot purchaser.

6. STREET LIGHTING

6.1 Paying into Reserve Account

The Owner agrees to pay the sum of \$400 (\$100 for each lot) to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deed.

7. SIDEWALKS

7.1 Paying into Sidewalk Reserve Account

The Owner agrees to pay the sum of \$2,000 (\$500 for each lot) to the Township, which sum is to be deposited into the Township's Reserve Account for Sidewalk Extensions, Improvements and Maintenance. This sum shall be payable prior to the deed being stamped.

8. PARKLAND FEES

The Owner agrees to pay a sum of Seven Hundred Dollars (\$700) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deed.

9. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS

The County may hold the Owner or lot purchasers liable for any damages to the existing road that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any curb, any utility, any sign and any other works in the boulevards.

10. BOULEVARDS

Upon completion of all work on the lots and in the road allowances, to a degree as required by the County, the affected boulevard areas shall be regraded, topsoiled and sodded.

11. WATER SUPPLY

a) Connection Charges

The Owner is responsible to arrange to have the County of Oxford install new water services for each lot from the existing water main on the north side of Albert St. East to the property line. The service requirement is outlined in Schedule C, Section 4.1.

b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify each lot purchaser that they will be responsible to pay the current annual water system fees under Schedule "A" of County of Oxford By-law No. 4297-2003. The flat rate fees outlined in Schedule A, shall be charged prorata, ninety (90) days after the issuance of a building permit. The Owner shall also notify each lot purchaser that the current user fees are under review and subject to change.

d) Water Service Charges

In accordance with the Water Service Charges section of County of Oxford, By-law No. 4297-2003, Schedule "A", being a Water/Wastewater 2003 Schedule of Rates and Charges the Owner shall pay to the Township (due to the County of Oxford) the sum of \$4,000.00 for each lot prior to the stamping of the deed.

12. SEWAGE DISPOSAL

a) Connection Charges

The Owner is responsible for all costs associated with extending the sanitary sewer line to service the lots described in this agreement. The County of Oxford has approved the extension of the sewer line on Albert Street East, subject to a Certificate of Compliance being issued by the Ministry of the Environment. The Owner is responsible to have Engineered drawings prepared, the sewer line extension installed and as-built drawings prepared with all works subject to final approval by the County of Oxford for all works. The sewage main and connections to the lots shall be constructed as specified in Schedule C, Section 5.

b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a sewage line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify each lot purchaser that they will be responsible to pay the current annual sewage system fees under Schedule "A" of County of Oxford By-law No. 4297-2003. The flat rate fees outlined in Schedule "A", shall be charged prorata, ninety (90) days after the issuance of a building permit. The Owner shall also notify each lot purchaser that the current user fees are under review and subject to change.

d) Sewer Service Charges

The Owner is required to pay the County of Oxford (payable to the Township) the following fees associated with the sewer line extension:

- Application fee of \$1,100.00 payable to the Minister of Finance for the Ministry of the Environment to issue a Certificate of Approval for the sewer extension.
- Inspection fee of \$700.00 payable to the County of Oxford to do periodic inspections of the construction of the sewer line and individual services to the property line.
- Video fee of \$300.00 payable to the County of Oxford to conduct a video of the new sewer line after the installation has been completed.

### 13. CONSTRUCTION ON THE LOT

#### 13.1 Work to be in Accordance with Approved Plan

All work on any new building lot created must be in accordance with the approved plan as defined in Section 1.2.

#### 13.2 Lot Purchaser's Obligation to Prepare Site Plan

The Owner agrees to prepare or to advise each lot purchaser of its obligation to prepare a site specific plan showing how the approved plan will be implemented on the lots. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. Each lot purchaser is responsible for implementing the site specific plan once approved.

#### 13.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits

The revised plan required by Section 13.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

#### 13.4 Deposits, Certificate of Lot Grading

These matters shall be attended to in accordance with Section 17 hereto.

#### 13.5 Timing

Acceptable lot grading must be in place on each lot within one year of occupancy of the dwelling on each lot.

#### 13.6 Changes

All work on each lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

#### 13.7 Ultimate Responsibility

All security monies provided by the Owner or each lot purchaser pursuant to Sections 1.1 and 17.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lots. The Owner shall notify each lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by each new building lot, these securities will be released to the current owners of the building lot.

### 14. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES

#### 14.1 Review of Plans, Assistance in Finalizing the Consent Agreement

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicing to finalize this Consent Agreement and to participate in, review and/or approve any construction.

#### 14.2 Inspection of Construction by Township Engineer

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lots) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchasers forthwith upon demand by the Township.

#### 14.3 Township Legal and Engineer's Costs

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such

payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 17 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

14.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of each lot purchaser

These services of the Township Engineer will be separate from the above and are covered in Section 17 hereto.

15. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED

Prior to the County of Oxford Land Division Committee's stamping of the deed for the new building lots created, the Owner shall if applicable:

1. Have paid the sum for Drainage Assessment as required by Section 2.1.
2. Have paid the sum for street lighting as required by Section 6.
3. Have paid the sum for sidewalks as required by Section 7.
4. Have paid the sum for parkland fees as required by Section 8.
5. Have paid the water service charge sum as required by Section 11. (d).
6. Have paid the sewage service charge sum as required by Section 12. (d) with the transfer of the first lot.
7. Have paid all outstanding accounts of the Township, including those required by Section 14.3.
8. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 19.
9. Have executed this agreement with the Township.

16. BUILDING PERMITS

16.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 13.2 must be approved. A building permit format shall be used whereby the Owner shall not receive permission to frame until the foundation has been certified. The Owner shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

16.2 Development Charges

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

16.3 Other Matters to be Attended to Prior to Issuance of a Building Permit

- a) Provide security deposit for lot grading and driveway construction.
- b) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- c) Obtain the entrance permit from the applicable authority.
- d) Have paid the total sum for installing the sewer line extension and individual sewer services as required by Section 12 (a).
- e) The Township is prepared to issue 2 building permits prior to the installation of the sewer line, sewer service and water service with the provision that no occupancy for the house will be given until all services are completed. Services shall be installed no later than June 30, 2004. Provision for pro-rata charge user fees will be waived Re: building permit date. User fees will commence on the date of Occupancy or within 90 days of approval of the individual services being installed. No other building permits will be issued until the sewer works are completed to the satisfaction of the County of Oxford.

17. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS (for each lot)

17.1 Amount of Security

To ensure that the Owner, lot purchasers or their successors constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500 per lot, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with site plans, site reviews and any foundation

certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

17.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner. The security deposit shall be deemed to be that of the current owner of the lot regardless of who filled the deposit

17.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lots, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

17.4 Township Engineer's Costs

Based on a one-time review of the final lot grading, the estimated cost of the Township Engineer will be \$350.00 per lot. Multiple trips or revisions to the plan may increase these fees.

17.5 Release of Security

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

17.6 Completion of Lot Grading

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of each lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon any lot and complete the lot grading at the expense of the security deposit.

17.7 Definition

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

18. DEFAULT

In addition to any other remedy which the Township may have against the Owner or Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Part XIV, Enforcement; being Section 427 of the Municipal Act, SO 2001, and amendments thereto.

19. REGISTRATION OF THIS AGREEMENT

- 19.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.

19.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

20. EASEMENTS, BLOCKS

None are required.

21. MISCELLANEOUS

21.1 Agreement to Enure

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, each lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the lot and with respect to finishing of the driveways and boulevards.

21.2 Variations

All work is to be in accordance with the approved plans and in accordance with the site plans to be prepared for the lot subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

22. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

OWNER

Maureen Simmons

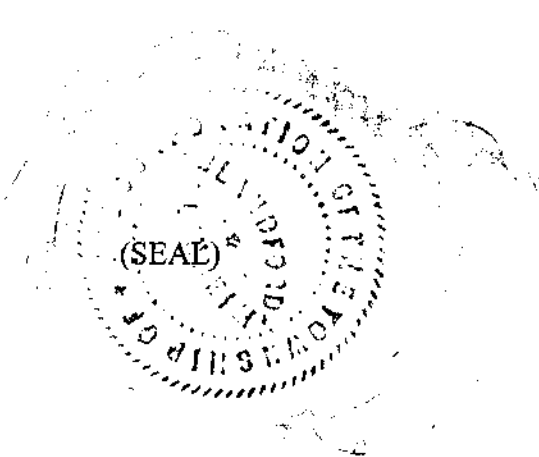
David Hall  
David Hall

Kathy Hall  
Kathy Hall

THE CORPORATION OF THE TOWNSHIP OF  
BLANDFORD-BLENHEIM

Donald S. Woolcott  
Donald S. Woolcott, Mayor

Keith Reibling  
Keith Reibling, Clerk-Administrator



SCHEDULE "A"

Agreement Dated the 30th day of September, 2003.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of Part of Lot 17, Concession 12, and more particularly described as Parts 1, 2, 3 and 5 on Reference Plan 41R-7167.



SCHEDULE "B"

## CONSENT CONDITIONS

In the case of an Application for Consent as made under Section 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

South side of Albert Street East, between Walter Street and Fennel Street, in the settlement of Plattsville-municipally known as 926808 Oxford Road 8.

Part Lot 17, Concession 12, Township of Blandford-Blenheim, formerly Blenheim.

CONDITIONS:

1. *The County of Oxford Department of Public Works advise the Secretary-Treasurer of the Land Division Committee that all financial requirements of the County of Oxford with respect to the provision of water and sewer services to the severed and retained lands have been complied with.*
2. *A 0.3m (1ft) reserve along the frontage of the lot to be retained be dedicated to the County of Oxford, free of all encumbrances and costs, to the satisfaction of the County of Oxford.*
3. *If required, drainage assessment re-apportionment be undertaken pursuant to Section 65 of the Drainage Act, R.S.O., 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
4. *If required, the applicant enter a Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township.*
5. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
6. *All stated conditions must be satisfied pursuant to Subsection 41, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 42, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall elapse.*

*Dated this 9<sup>th</sup> day of January, 2003.*

## SCHEDULE "C"

### C.1 DRAINAGE

- a) Roof Drainage  
Roof drainage shall discharge onto the surface.
- b) Lot Drainage  
-surface flow  
-to be in accordance with approved plan
- c) Foundation Drainage  
- the following method is acceptable
  - i) sump pump, pumped over foundation wall and discharged by gravity
  - ii) the Plattsville Drainage Works PDC can be used when it is installed

### C.2 DRIVEWAY

- a) Dimensions  
The minimum width shall be 3.5m and the maximum width shall be 6.0m.
- b) Materials  
250mm minimum of Granular A  
50mm minimum of HL3 asphalt or driveway paving stones.

### C.3 BOULEVARD CONSTRUCTION

Boulevard to be topsoiled and sodded.

### C.4 WATER WORKS

The County of Oxford will install an individual water service line for each lot from the main on the north side of Albert Street East in Plattsville.

The following works will be performed:

1. Installation of a 19mm Type K Copper water service line with main stops and curb stops from the water main to the property line in accordance with the policies and procedures of the County of Oxford.

### C.5 SEWER WORKS

The Owner shall have his contractor or arrange to have the County of Oxford's contractor construct a new sanitary main on Albert Street East in Plattsville in order to service the four new building lots.

The following is a list of the work required to complete the construction of the sanitary extension:

1. Sanitary Main and Services  
The sanitary main will be 214m of 200mm diameter PVC SDR28 with two 1200mm diameter manholes and 4 - 150mm service laterals to property line including excavation, supply, installation and restoration with topsoil and seed.
2. Certificate of Approval  
The works outlined in Section 1 may only proceed after the Ministry of the Environment issues a Certificate of Approval for the sanitary extension.

3. The Owner is required to provide detailed as-built drawings of the sanitary main, and sewer services, pay all costs for inspection by a qualified engineering firm and periodic inspection by the County. The Owner is responsible to pay the County of Oxford for a video of the new sewer after the installation is completed.
4. The Owner shall install additional sewer services during the installation of the sanitary main to the property identified as Parts 1 and 2 according to Registered Plan 41R-2240 being future development lands located west of the building lots described in this agreement.

#### C.6 FENCING

The owner agrees to provide as a minimum a new woven wire fence along the south limit of the newly created residential building lots and the future Fennel Street Extension. The owner also agrees to remove and dispose of the existing fence where it crosses in front of or through the new lots.

GENERAL NOTES


- 1. THIS IS THE APPROVED PLAN IN ACCORDANCE WITH THE AMENDMENT.
  - 2. ELEVATIONS SHOWN ON THIS PLAN FOR PROPOSED GRADES SHALL BE IN METERS.
  - 3. LOCATION OF HOUSE MUST BE WITHIN THE LINES SET BY THE ZONING BYLAW AND PROVIDED THAT THE OVERALL GRADE SHALL BE MAINTAINED.
  - 4. THE HOUSE OR LOT PROPOSED SHALL BE IN ALL SERVICES ARE SHOWN IN ACCORDANCE TO THE COUNTY AND TOWNSHIP STANDARDS AND THAT ALL ELEVATIONS SHALL SHOWN THE HOUSE FROM TO CONSTRUCTION.
  - 5. THE OWNER OF LOT PROPOSED SHALL PROVIDE A SITE SPECIFIC PLAN AS REQUIRED BY THE AMENDMENT. THE SITE SPECIFIC PLAN SHALL BE SUBMITTED IN ACCORDANCE WITH THIS PLAN.
- BLK 111A IN S/SIDE OF H.P. WITH TRANSFORMER ON THE CORNER OF ALBERT ST. AND WATER AVE. ELEV 319.329
- BLK 112A IN S/SIDE OF H.P. WITH LIGHT ON THE CORNER OF ALBERT ST. AND FENNEL ST. ELEV 319.115

LEGEND

- T.F. DENOTES TOP OF FOUNDATION
- 321.823 EXISTING GRADE
- EXISTING GROUND CONTOUR ELEVATION
- 321.28 PROPOSED GRADE
- DIRECTION OF SURFACE FLOW
- WATER SERVICE
- SANITARY SEWER SERVICE

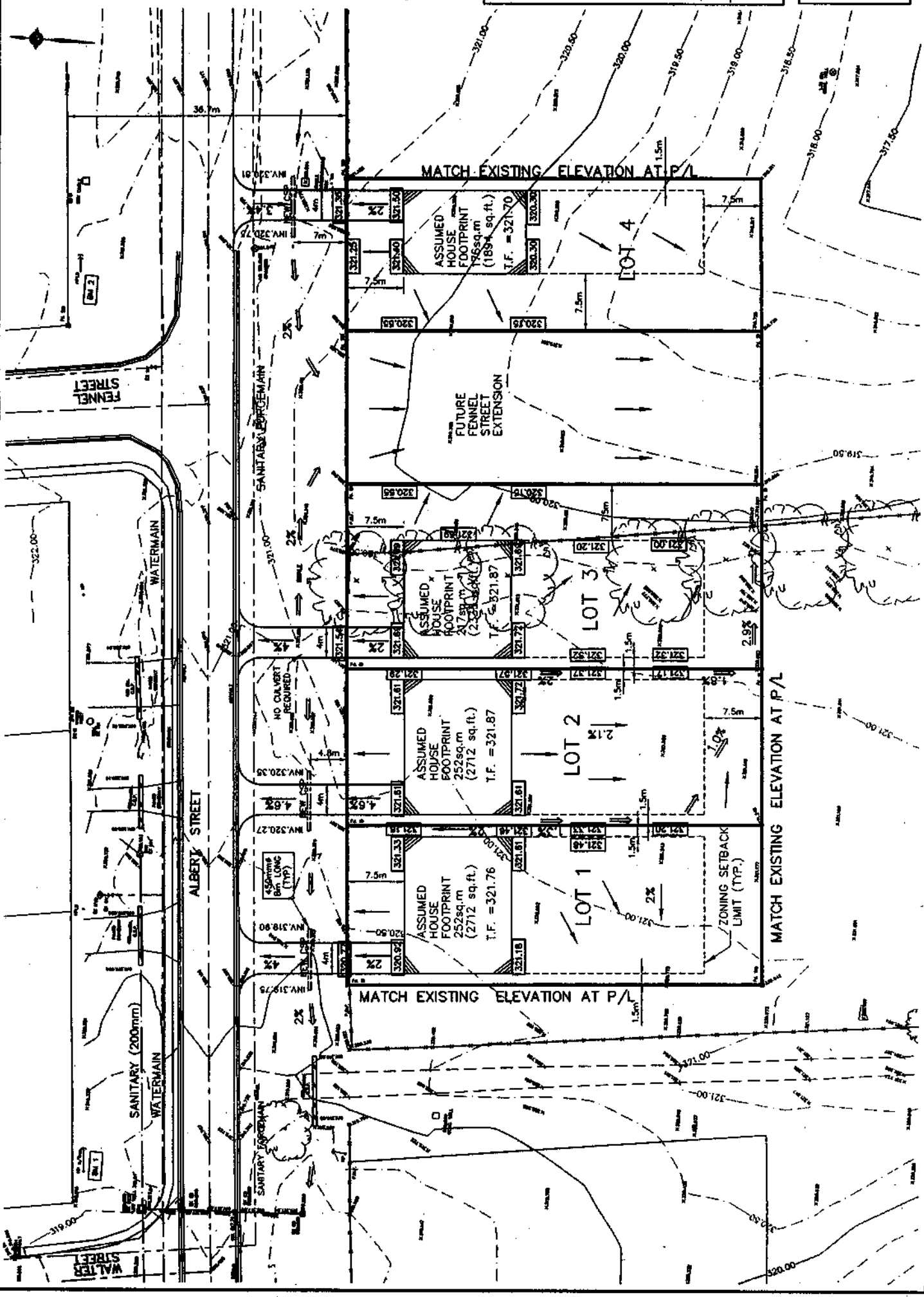
APPROVED BY:

TOWNSHIP ENGINEER

DATE	DESIGNED BY: K.S.	CHECKED BY: D.A.K.	SCALE	1 : 500		Township of Bradford West Gwillimbury County of Oxford	K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS RITCHIE BURLINGTON	JOB NUMBER 03-040 DATE May 13, 2003 DRAWING NUMBER 1 of 3
REVISION	DRAWN BY: K.S.	CHECKED BY: D.A.K.	FIELD BOOK: 07-086					

Hall Severance

SITE PLAN



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1411-2003

Being a By-law to authorize the Township of Blandford-Blenheim to enter into an Agreement with Hydro One Networks Inc. for Licensed Occupancy of Power Utility Distribution Poles.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

**AND WHEREAS** Hydro One Networks Inc. desires to have a standard Agreement in the Province with all municipalities who use their hydro distribution poles for other municipal activities, eg. street lighting, seasonal decorative lighting, line relocation etc.

**AND WHEREAS** the Township of Blandford-Blenheim previously entered into an Agreement dated June 27th, 2001 with Hydro One Networks Inc. regarding Licensed Occupancy of Power Utility Distribution Poles, as a condition of the 2000 sale of the Blandford-Blenheim PUC to Hydro One Networks Inc.

**NOW THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. The Clerk-Administrator be authorized and is hereby instructed to execute an Agreement, entitled "Licensed Occupancy of Power Utility Distribution Poles", dated September 5th, 2003, between Hydro One Networks Inc. and the Township of Blandford-Blenheim.
2. That the Agreement dated June 27th, 2001, for Licensed Occupancy of Power Utility Distribution Poles is considered null and void upon enactment of the September 5th, 2003, Agreement by both parties.
3. That By-law Number 1343-2001 enacted the 20th day of June, 2001, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 1st day of October, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 1st day of October, 2003.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

**THIS AGREEMENT FOR LICENSED OCCUPANCY OF POWER UTILITY  
DISTRIBUTION POLES** made in duplicate this 5th day of September, 2003.

**BETWEEN:**

**HYDRO ONE NETWORKS INC., a corporation  
incorporated pursuant to the laws of the Province of Ontario**  
(hereinafter referred to as "HONetworks")

**OF THE FIRST PART,**

**- AND-**

**THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**  
(hereinafter referred to as the "Licensee")

**OF THE SECOND PART.**

**WHEREAS** the Licensee wishes to place, affix or attach or continue to place affix or attach, as the case may be, Attachments (as defined in Section 1.0 herein) to poles owned by HONetworks and HONetworks is agreeable to granting such license to the Licensee for said purpose and upon the terms and conditions as herein contained (hereinafter referred to as the "Licence");

**AND WHEREAS** the parties acknowledge that the Licence shall be of mutual advantage and shall provide an environment that maximizes the efficiencies and effectiveness of Joint Use (as defined in Section 1.0 herein) to better serve the parties' respective customers;

**AND WHEREAS** the parties agree to deal with each other with due consideration for the safety of their respective employees, agents and contractors and the preservation of each other's property and assets and the interests of their respective customers;

**AND WHEREAS** the parties shall encourage open and effective communication between all Joint Use Pole users regarding joint planning for the use of such Joint Use Poles (as defined in Section 1.0 herein); and

**AND WHEREAS** both parties acknowledge that safety shall be of paramount importance in the joint planning, design, placement, maintenance and removal of Attachments on or along the Joint Use Poles.

**NOW THEREFORE** in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

## **TABLE OF CONTENTS**

1.0	Definitions	3
2.0	Term	5
3.0	Contract Administration Guide	6
4.0	Application for Joint Use and Grant of Licence	6
5.0	Installation, Maintenance and Operation of Joint Use Poles	6
6.0	Installation, Maintenance and Operation of Attachments	7
7.0	Performance Guarantee	8
8.0	Right of Way	8
9.0	Safety and Compliance With Applicable Law	9
10.0	Pole Rental Rates	9
11.0	Division of Costs	10
12.0	Unauthorized Attachments	10
13.0	Existing Rights of Others	11
14.0	Liability, Damage and Indemnification	12
15.0	Dispute Resolution	12
16.0	Insurance	13
17.0	Termination	13
18.0	Failure to Comply and Late Payment	14
19.0	Force Majeure	15
20.0	Relationship of Parties	15
21.0	Notice	16
22.0	Non-Assignment	16
23.0	Entire Agreement	17
24.0	Amendments	17
25.0	Severability	17
26.0	Other Information	17
27.0	Counterparts	17
28.0	Reasonableness	17
29.0	Applicable Law	17

## **1.0 DEFINITIONS:**

The terms defined in this Section for the purposes of the provisions herein and the Contract Administration Guide for Road Authorities (hereinafter referred to as the "CAG" and attached hereto as Schedule "A"), shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

"Application" means the form attached hereto as Schedule "B", the format of which may be revised from time to time by HONetworks at its discretion, to be completed and submitted to HONetworks by the Licensee when the Licensee wishes to place its attachments on HONetworks' poles in accordance with the terms and conditions of this Licence.

"Approval" means the execution of the Application by HONetworks in accordance with the terms and conditions of this Licence, such that the Licensee may attach its Attachments, as specified in the Application to the Joint Use Poles, to other equipment or In-Span.

"Attachment(s)" means any material, apparatus, equipment or facility owned, in full or in part by the Licensee and attached to, either by being carried on or supported by, the poles of HONetworks, with the exception of equipment to provide Telecommunication Services (as hereafter defined). Without limiting the generality of the foregoing, Attachments may include:

- mast arms, luminaires, supply conductors, relays and other equipment required to operate a street lighting system
- traffic signal, power and control cables, junction and splice boxes and any other equipment and/or devices normally required for the operation of traffic signals
- service attachments
- decorative lighting
- standards
- seasonal decorations.

For the purpose of this Agreement, Attachment(s) does not include any material, apparatus, equipment or facility owned by the Licensee for the provision of Telecommunication Services and all such attachments shall require a separate Licence.

"Contract Administration Guide" or "CAG" means the administrative and operating practices and processes outlined in Schedule "A" attached hereto.

"Emergency" means a situation in which there is a risk of bodily injury or death or an imminent or existing interruption of power or service to customers.

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgement in light of the facts known at the time the decision was made,



could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in North America.

"Hazardous Condition" means a structural/mechanical or electrical condition that has the potential to cause harm or injury to persons or property and which requires specific work methods until the condition is removed.

"HONetworks' Costs" means the actual charges for labour, materials and equipment plus the applicable overheads.

"Inter-Spaced Pole" means a Pole(s) that has been added between existing Pole(s).

"In-Span" means a position between poles.

"Joint Use" means the use or intended use of a Pole to support the Attachments of authorized parties, including parties other than the Licensee which have Joint Use of Pole Licenses with HONetworks.

"Joint Use Pole(s)" means a pole(s) owned by HONetworks that supports, or is intended to support, Attachments of other parties, including the Licensee and includes any pole(s) installed at the request of the Licensee.

"Licence" means this Agreement and shall include the Schedules "A", and "B" attached hereto, which are to be read with and form part of this Licence.

"Limits of Approach" means the minimum distance that must be maintained between personnel and/or equipment and exposed live electrical apparatus in order to work safely as provided in the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, as amended and/or Part II of the Canada Labour Code, R.S.C. 1985, c.L.2, as amended, and all applicable regulations thereto.

"Line Clearing" means the provision of adequate clearance from tree interference for all Attachments carried on, to, or supported by Joint Use Poles, and includes underbrushing, tree removal, pruning or trimming, treatment of cuts, application of herbicidal sprays and disposal of debris.

"Make-ready Work" means work that is necessary and required solely for the purpose of directly accommodating the Attachment(s) that the Licensee wishes to attach to HONetworks' pole(s) and includes, but is not limited to, initial Line Clearing, any changes or additions to or rearrangement of HONetworks' poles or HONetworks' attachments. Without restricting the generality of the foregoing, Make-ready Work does not include the replacement of defective poles, or previously scheduled betterment programs initiated by HONetworks.

"Permit" means the approved Application evidenced by the signature of a duly authorized HONetworks employee or designate in accordance with the terms and conditions of this Licence.

"Pole Rental Rate" means the annual fee payable by the Licensee to HONetworks pursuant to the terms of this Licence.

"Rearrange" or "Rearrangement" means the removal of Attachment(s) from one position on a Joint Use Pole and placing the same Attachment(s) and such incidental material as may be required in another position on the same Joint Use Pole.

"Road Authority" means the Ministry of Transportation, a municipal corporation, board, commission, or other recognized body being in control of the construction, improvement, alteration, maintenance and repair of a highway or road and responsible therefor.

"Standards" means the Canadian Standard Association Standard C22.3 No. 1-M87 "Overhead Lines", C22.2 "Electrical Code Part 1" or HONetworks Distribution Standards where such Distribution Standards are more stringent, as may be amended or updated from time to time hereafter.

"Telecommunications Services" is as defined in the *Telecommunications Act* (federal).

"Transfer" means the removal of Attachment(s) from one Joint Use Pole and placing the same Attachment(s) and such incidental materials as may be required on another Joint Use Pole.

## **2.0 TERM:**

2.1 Subject to Sections 10.0 and 17.0 herein, the term of this Licence shall commence on the date first written above (the "Commencement Date") and will continue in full force and effect **until the last day of December following a one (1) year period from the Commencement Date (the "Initial Term")** and shall thereafter be automatically renewed **on the first day of January** for successive periods of one (1) year upon the same terms and conditions (with the exception of the Pole Rental Rate) herein (the Initial Term and renewal periods shall be collectively referred to as the "Term"); provided that either party may terminate this Licence at any time after the expiry of the Initial Term or any renewal period of 1 year by providing three (3) months written notice of termination to the other party, which notice may be given prior to the expiry of the Initial Term or the current 1-year renewal period.

2.2 This Licence shall be effective as of the Commencement Date and any prior agreements made between the parties providing for Joint Use of poles shall be void and of no effect. Notwithstanding the foregoing, any Permits presently in force and which authorize Joint Use shall be deemed to be Permits under the terms and conditions of this Licence.

### **3.0 CONTRACT ADMINISTRATION GUIDE: ("CAG")**

3.1 Both parties acknowledge and agree to comply with and be bound by the administrative and operating practices and processes outlined in the CAG for Road Authorities attached hereto as Schedule "A" which forms part of this Agreement. Both parties further acknowledge and agree that the said practices and processes shall govern the Licence herein and may be amended, added to, substituted or altered from time to time, by mutual agreement of the parties and any reference in this Licence to the CAG shall be deemed to be a reference to same as it may from time to time be, whether in its original form or as amended, added to, substituted or altered from time to time.

### **4.0 APPLICATION FOR JOINT USE AND GRANT OF LICENSE:**

4.1 HONetworks hereby grants to the Licensee, the right to place its Attachments on Joint Use Poles for the Term of this Licence in locations expressly authorized by HONetworks, as designated on a Permit or Permits in the form set out in Schedule "B" attached hereto and in accordance with the mutually agreed upon placement and safety practices and specifications outlined in the CAG.

4.2 Whenever the Licensee desires to place its Attachments on HONetworks' Joint Use Poles, both parties shall adhere to and be bound by the procedure set out in the CAG.

4.3 The Licensee shall pay to HONetworks the costs incurred by HONetworks for changes or additions to or Rearrangement of HONetworks' Joint Use Pole(s) and/or HONetworks' attachments to such Joint Use Pole(s) where the change, addition or Rearrangement is necessary to accommodate the Licensee's Attachment(s) and for any Line Clearing that HONetworks in its sole discretion, determines is required in order to accommodate the Licensee's Attachment(s) (the "Make-ready Work"). Upon completion of the Make-ready Work, HONetworks will render an invoice(s) to the Licensee for the costs thereof and the Licensee shall pay said invoice(s) within sixty (60) days of the invoice date.

4.4 Whenever the Licensee desires to modify, Rearrange, add to or remove from a Joint Use Pole its existing Attachments the parties shall proceed in the manner set out in the CAG.

### **5.0 INSTALLATION, MAINTENANCE AND OPERATION OF JOINT USE POLES:**

5.1 In the event that HONetworks determines that there is an incidental Hazardous Condition, which includes, but is not limited to, deteriorated or defective HONetworks attachments and/or Joint Use Poles, HONetworks shall mark or band the Joint Use Pole(s) where the electrical or mechanical hazard exists in accordance with the CAG and shall correct the Hazardous Condition depending on its severity within 24 hours but in no event any longer than 30 days. Where a potential or actual Hazardous Condition is

determined by HONetworks to be wide spread, HONetworks shall notify the Licensee in writing of the potential safety risk and the nature of the hazard, as soon as reasonably possible, quantify, mark or band the poles where the Hazardous Condition exists and shall correct the Hazardous Condition within such reasonable time frame as possible. Until such time that HONetworks has remedied the Hazardous Condition, HONetworks shall offer protection to the Licensee and its employees and contractors at no cost until such time as the condition is corrected.

5.2 Both parties acknowledge and agree that if the Licensee proceeds to work on its Attachments located on the applicable Joint Use Pole(s) after receiving such notification by HONetworks and prior to HONetworks having rectified, replaced or provided adequate protection from the said attachments and/or Joint Use Poles, the Licensee shall do so at its own risk and shall assume all risk of damage, loss or injury to its Attachments or to Attachments of third parties and to its employees, servants, agents, representatives, contractors and other persons acting on its behalf in performing the work and third parties.

5.3 Subject to the foregoing, HONetworks shall at all times and at its sole expense maintain its Joint Use Poles and all of its own supporting attachments in a safe and serviceable condition and in accordance with applicable Standards and repair or replace said attachments and/or Joint Use Poles as they become defective, deteriorated or unsafe.

5.4 In the event that the Licensee determines that there is a potential or actual Hazardous Condition with its equipment, the Licensee shall notify HONetworks in writing of the potential safety risk and the nature of the hazard, as soon as reasonably possible. The Licensee shall correct the Hazardous Condition depending on its severity within 24 hours but in no event any longer than 30 days.

## **6.0 INSTALLATION, MAINTENANCE AND OPERATION OF ATTACHMENTS:**

- 6.1 During the Term of this Licence, the Licensee covenants and agrees that it will:
- a) only attach Attachments to Joint Use Poles in locations identified in a Permit approved by HONetworks for those particular Attachments;
  - b) attach Attachments in such a way so as not to interfere with the lines, works or equipment of HONetworks or of other permitted users of the Joint Use Poles;
  - c) attach Attachments in accordance with the terms and conditions herein;
  - d) not attach any Attachments until HONetworks has approved the Application for the specific Attachments;
  - e) work in conjunction with HONetworks to develop a standard inventory format for the Attachments and develop an implementation plan with a view to have the inventory of Attachments completed on or before the end of the first three years from the Commencement Date.
- 6.2 The Licensee shall at all times and at its sole expense and in accordance with the terms and conditions of this Licence:

- a) maintain and operate its Attachments to the Joint Use Poles in a safe and serviceable condition;
- b) replace the Attachments as they deteriorate, become defective or unsafe; and
- c) remove Attachments that are no longer required.

6.3 The Licensee shall, at its sole cost, Rearrange, Transfer or temporarily remove any of its Attachments, at HONetworks' request, where this is required for purposes of the placement, Rearrangement, maintenance or removal of any of HONetworks' attachments. The Licensee will perform such work within ninety (90) days after being notified in writing by HONetworks to do so, or within a shorter period of time in case of an emergency, as may be determined by HONetworks based on Good Utility Practice and which shall be relayed to the Licensee with reasons therefor. If the Licensee is unable to comply with any such notice, or in the event of emergency requiring immediate action, HONetworks may perform the said work, or cause the said work to be performed by others at the risk of damage to the Licensee's Attachments and at the expense of the Licensee. All costs and expenses incurred shall be properly documented by HONetworks and HONetworks shall be reimbursed by the Licensee for the said costs and expenses within sixty (60) days of issuance of an invoice by HONetworks.

## **7.0 PERFORMANCE GUARANTEE:**

7.1 If HONetworks, in its sole and absolute discretion, determines that the Licensee has not had a previous satisfactory business relationship with HONetworks or any of its predecessors, HONetworks may, in its sole and absolute discretion, require that the Licensee deposit with HONetworks, security in a form satisfactory to HONetworks, securing the due performance of the obligations of the Licensee as provided for in this Licence. The amount of such security shall be the greater of (i) an amount equal to one year of Joint Use Pole Rental Rates; and (ii) one thousand dollars (\$1,000.00). The security shall be maintained in good standing by the Licensee for a period of three years from the date that it is first placed with HONetworks or may continue if HONetworks, in its sole and absolute discretion, determines that the business relationship with the Licensee requires the continuation of the security.

## **8.0 RIGHT OF WAY:**

8.1 The Licensee shall be responsible for obtaining any and all easements, rights of way, licenses, privileges, authorizations, permissions or other land rights from third parties including but not limited to, authorization or permission to locate on municipal or provincial road allowances or any other applicable authorization or permission required from any municipal, provincial or federal government or any agency, body or board thereof having jurisdiction, as may be necessary for the placement, operation and maintenance of its Attachments upon and along the Joint Use Poles provided for in a Permit. If the Licensee fails to comply with the provisions of this clause, it shall indemnify HONetworks from and against any and all claims or demands or other liability resulting from such failure.

8.2 In the event that an easement, right of way, license, privilege, authorization, permission or other land right referred to in clause 8.1 and obtained by the Licensee, becomes the subject of a dispute with any property owner, municipality or other directly interested party, the Licensee shall take all reasonable steps to resolve that dispute and will, in the event it cannot resolve the dispute amicably, cause it to be adjudicated before a court, tribunal or regulatory body having jurisdiction. The Licensee shall forthwith after it is rendered, abide by the final decision of that court, tribunal or regulatory body after any appeals or reviews have been decided. Notwithstanding the foregoing, should the property owner, municipality or other directly interested party obtain a mandatory injunction requiring HONetworks to remove or have the Attachments removed, the Licensee shall forthwith comply with the terms of the injunction as if the injunction was issued against the Licensee instead of HONetworks. If the Licensee does not comply within 48 hours of being notified by HONetworks, HONetworks may remove or cause the Attachments to be removed by others at the risk of damage to the Licensee's Attachments and the Licensee shall pay HONetworks' costs. Nothing in this clause shall be deemed to confer on the Licensee any authority to continue to occupy the Joint Use Pole or otherwise to infringe upon any rights of such property owners, municipalities or other persons.

## **9.0 SAFETY AND COMPLIANCE WITH APPLICABLE LAW:**

9.1 Each party agrees that its employees, agents, representatives, contractors or subcontractors in the performance of the party's obligations and the exercise of the party's rights under this Licence shall at all times:

- a) Comply with the Standards and all applicable laws, rules, orders, ordinances, regulations and other rules of all lawful authorities acting within their powers;
- b) Comply with the placement, safety practices and specifications set out in the CAG;
- c) Ensure that all of its employees, agents, representatives, contractors or subcontractors engaged in the Transfer, Rearrangement, placement, maintenance, operation and removal of Attachments to or from the Joint Use Poles are qualified to deal with electrical hazards in accordance with the requirements of the *Occupational Health & Safety Act*, (Ontario) as amended and all applicable regulations thereto including, Construction Projects – O. Reg. 213/91 or Part 11 of the Canada Labour Code, R.S.C. 1985, c. L.2, as amended and all applicable regulations thereto, whichever is more stringent; and
- d) Ensure that all requirements of the Electrical Safety Authority are met.

## **10.0 POLE RENTAL RATES:**

10.1 The Licensee shall, during the Initial Term of this Licence, pay to HONetworks a Pole Rental Rate of \$2.04 per Attachment per year. **On or before the first day of November** prior to the expiry of the Initial Term or any one-year renewal period, HONetworks shall notify the Licensee of the Pole Rental Rate applicable from and after the first day of **January** for the next renewal period, and the Licensee shall commence paying the new rate effective the first day of **January** of the said renewal period. If HONetworks fails to notify the Licensee as set out in the immediately preceding sentence, the Pole Rental Rate shall be increased by the increase, if any, to the Cost of Living Index for Ontario ("COLI") as reported for September of the previous year and such increase will be noted on HONetworks' invoice to the Licensee. If HONetworks increases the Pole Rental Rate for any period, the Licensee may, notwithstanding clause 2.1 of this Licence, terminate this Licence by giving HONetworks written notice of termination within 30 days after having received from HONetworks the said notice of increase of the Pole Rental Rate for the next renewal period. The said notice of termination shall be effective on the expiry date of the Initial Term or the current one year renewal period, whichever may be applicable.

10.2 The Pole Rental Rate for any given year, during the Term of this Licence, shall be invoiced by HONetworks **on or before the first day of November** to the Licensee and the Licensee has the option of making a lump sum payment by no later than sixty (60) days after the invoice date or making payments of quarterly installments to be paid on or before the first day of each of January, March, June and September in each year.

10.3 For the purpose of the invoice payable pursuant to the terms and conditions of this Licence, HONetworks shall invoice the Licensee for and the Licensee shall pay HONetworks the Pole Rental Rate for the renewal period for all Attachments as contained in the inventory as of **September 30th of the year the invoice is prepared**.

10.4 The Licensee shall pay and indemnify and save harmless HONetworks against:

- a) the portion of any access fees or other fees, charges or costs imposed on HONetworks by the Ministry of Transportation, municipal corporations or other road authority for the construction, erection, maintenance, operation and/or removal of Joint Use Poles and other plant or equipment on applicable lands that are directly attributable to, relate to or connected with the presence of its Attachments on Joint Use Poles; and
- b) all taxes, rates, assessments, or fees of every nature and kind which are levied upon its Attachments designated on a Permit or any other taxes, rents, assessments or fees levied by reason of the rights granted to the Licensee by this Licence.

10.5 Throughout this Licence, any reference to HONetworks' costs means the actual charges for labour, materials and equipment plus applicable overheads. The above referenced charges and rates are those in effect at the time that the work is performed and materials are provided and will change from time to time during the term of this Licence.

## **11.0 DIVISION OF COSTS:**

11.1 Except where expressly provided herein, both parties acknowledge and agree that the costs involved in erecting, placing, maintaining and otherwise dealing with the Joint Use Poles and Attachments shall be borne by or divided between each party or the parties respectively as outlined in the CAG.

## **12.0 UNAUTHORIZED ATTACHMENTS:**

12.1 If at any time during the Term of this Licence an Attachment(s) is attached to the Joint Use Poles without a Permit(s) being approved by or on behalf of HONetworks for such Attachment(s), the Licensee shall remove the said unauthorized Attachment(s) as requested by HONetworks. Failing removal of said unauthorized Attachment(s) HONetworks shall have the right to forthwith remove any and all unauthorized Attachment(s) placed on the Joint Use Poles and to charge the Licensee for all costs incurred by HONetworks as a result of the removal of such unauthorized Attachment(s) on and from its Joint Use Poles. Where it is determined by HONetworks, in its sole and absolute discretion to be feasible to do so, the Licensee may submit a revised or new Application for Licensed Occupancy of Poles to reflect the Attachment(s). In the event the revised or new Application for Licensed Occupancy of Poles is approved by HONetworks, the said Attachment(s) become (s) authorized and may remain on the Joint Use Poles subject to the terms and conditions of this Licence.

12.2 In addition to the Pole Rental Rate payable for authorized Attachment(s) and the costs identified in clause 12.1 above, the Licensee agrees to pay to HONetworks the total Pole Rental Rate for any unauthorized Attachment(s) commencing from the date upon which the unauthorized Attachment(s) are placed on the Joint Use Poles or for a period of five years or five hundred dollars (\$500.00) whichever amount is greater, the total Pole Rental Rate being calculated by using the Pole Rental Rate for the current year for such Attachment(s).

12.3 The parties agree that the total Pole Rental Rate herein provided shall be deemed to be fair and just in the circumstances and shall be treated as liquidated damages and not as a penalty. Should the number of unauthorized Attachment(s) exceed 2% of the number of Attachments for which Permits have been granted, the Licensee will also pay to HONetworks its labour costs associated with the audit inspection wherein HONetworks discovered the unauthorized Attachment(s).

## **13.0 EXISTING RIGHTS OF OTHERS:**

13.1 If HONetworks has granted to any other individual, partnership, corporation or any other entity that is not a party to this Licence, by contract or otherwise, rights or privileges to use any of its Joint Use Poles not covered by this Licence, nothing herein contained shall be construed as affecting such rights or privileges if and when this Licence is made applicable to such Joint Use Poles, and HONetworks shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges.



#### **14.0 LIABILITY, DAMAGE AND INDEMNIFICATION:**

14.1 The Licensee does hereby assume all risk of damage to or loss of its Attachments howsoever caused, and does for itself and its successors and assigns hereby release and forever discharge HONetworks, its successors and assigns, its employees, agents, servants and representatives from all claims and demands with respect thereto except for such loss and damage caused by HONetworks' negligence. The Licensee does hereby fully indemnify and save harmless HONetworks, its successors and assigns, its employees, agents, servants and representatives of, from and against all damage, loss or injury to persons or property which may be suffered or which may hereafter be sustained or incurred by reason of, or in any way relating to, arising from, or based upon the exercise by the Licensee of the permission herein granted or the performance of or purported performance of or non-performance of the Licensee of any of its obligations or covenants in this Licence and all manner of actions, suits, causes of action, proceedings, charges, expenses, risks, liabilities, debts, obligations, duties, claims and demands in connection therewith, except where the foregoing is caused by HONetworks' negligence.

14.2 HONetworks does hereby fully indemnify and save harmless the Licensee, its successors and assigns, its employees, agents, servants and representatives of; from and against all damage, loss or injury to persons or property which may be suffered or which may hereafter be sustained or incurred by reason of the negligence of HONetworks and all manner of actions, suits, causes of action, proceedings, charges, expenses, risks, liabilities, debts, obligations, duties, claims and demands in connection therewith.

14.3 During the term of this Licence, the Licensee shall immediately notify HONetworks of any damage whatsoever to HONetworks' or a third party's equipment arising as a result of the Licensee affixing or maintaining any of its Attachments. The Licensee shall also immediately notify HONetworks of any claims received by the Licensee related in any way to its Attachments. HONetworks shall immediately notify the Licensee of any damage whatsoever to the Licensee's Attachments arising as a result of HONetworks replacing, Rearranging, Transferring, modifying, maintaining or repairing any of its Attachments.

14.4 Notwithstanding anything to the contrary in this Licence, HONetworks shall not be liable to the Licensee for any indirect or consequential damages or damages for pure economic loss.

14.5 Both parties acknowledge and agree that this Section 14.0 shall survive termination of this Licence.

#### **15.0 DISPUTE RESOLUTION:**

15.1 HONetworks and the Licensee shall seek to resolve problems or concerns at the operational level, except in circumstances where an emergency exists as may be determined by HONetworks using Good Utility Practice, in which case this Section does

not apply. If such disputes or any other disputes related to this Licence are not resolved within thirty (30) days, either party may, by notice to the other, refer the dispute to a committee to be formed and to be comprised of two (2) representatives, one appointed by each party. If the two representatives cannot resolve the dispute within ten (10) days after referral to them, either party may seek such further recourse as they deem appropriate. Nothing in this Section serves as a waiver of any other rights or remedies that either party may have pursuant to this Licence, at law or equity.

#### **16.0 INSURANCE:**

16.1 The Licensee shall, during the Term of this Agreement, procure and maintain, at its own expense, insurance policies in which HONetworks is named as an additional insured in the amount of Five Million Dollars (\$5,000,000.00) against liability due to damage to HONetworks' property or property of any other person or persons and against liability due to injury to or death of any person or persons in any one instance. Such policies of insurance shall:

- a) contain a severability of interest clause and cross liability clause between the Licensee and HONetworks.
- b) be non-contributing with, and shall apply only as primary and not excess to any other insurance available to HONetworks;
- c) provide that it shall not be cancelled or amended so as to reduce or restrict coverage except upon thirty (30) days prior notice (by registered mail) to HONetworks.

16.2 The Licensee shall, upon HONetworks' request, provide HONetworks with evidence, satisfactory to HONetworks, of the Licensee's compliance and continued compliance with clause 16.1.

16.3 The Licensee agrees that the insurance described in clause 16.1 herein does not in any way limit the Licensee's liability pursuant to the indemnity provisions of this Licence.

#### **17.0 TERMINATION:**

17.1 The permission granted by any Permit may be terminated by HONetworks: (i) if the Joint Use Pole(s) designated by such Permit is abandoned by HONetworks; or (ii) if HONetworks desires or must discontinue the use of the Joint Use Pole(s), and in either case, HONetworks shall provide the Licensee with at least ninety (90) days prior written notice thereof. If the Joint Use Pole(s) designated by such Permit(s) is sold, HONetworks

may not transfer any Joint Use Pole unless as a condition of transfer the purchaser agrees to continue to allow the Attachment(s) thereon for the remainder of the Term.

17.2 If the Licensee defaults at any time in the payment of the Pole Rental Rate or fails to or neglects at any time to fully perform, observe and comply with all the terms, conditions and covenants herein, then HONetworks shall as soon as practicable, notify the Licensee in writing of such default and the Licensee shall correct such default to the satisfaction of HONetworks within thirty (30) days of the issuance of such notice or within a longer time period if agreeable to HONetworks, failing which HONetworks may forthwith terminate this Licence and the privileges herein granted.

17.3 HONetworks shall be entitled, at its option, to terminate this Licence immediately upon written notice to the Licensee upon the Licensee becoming bankrupt or insolvent or upon the Licensee ceasing to carry on business.

17.4 The termination of a Permit approved pursuant to this Licence shall not be deemed to be termination of this Licence unless such Permit is the last remaining or only Permit approved pursuant to this Licence in which case the termination of the Permit shall be deemed to be termination of this Licence.

17.5 Upon the termination of this Licence or of a Permit approved pursuant to this Licence, the Licensee shall at its sole expense and at the request of HONetworks, remove from the Joint Use Poles its Attachment(s) covered by this Licence, or by the terminated Permit within ninety (90) days after receipt of notice thereof or within a shorter period of time in case of an emergency as may be determined by HONetworks, failing which HONetworks may, at the Licensee's risk of damage to the Licensee's Attachment(s) and at the expense of the Licensee, remove such Attachment(s). Upon the removal of such Attachment(s) by HONetworks, HONetworks shall have the right to retain the Attachment(s) so removed until the Licensee pays the cost of removal thereof and if the Licensee fails to pay such costs within thirty (30) days of invoicing then HONetworks shall have the further right to sell the Attachment(s) so removed and apply the amount so received against the costs of removing the Attachment(s).

17.6 It is understood and agreed by both parties that any termination of this Licence shall not relieve either party of or from its obligations hereunder, save and except for the establishment of new Joint Use Agreement and notwithstanding any such termination, this Licence shall remain in full force and effect with respect to all Joint Use Poles used by the parties at the time of such termination until the use of such Joint Use Poles has been discontinued by HONetworks or the Licensee has removed its Attachments from such Joint Use Poles whichever shall first occur.

## **18.0 FAILURE TO COMPLY AND LATE PAYMENTS:**

18.1 Failure of either party to enforce or insist upon compliance with any of the terms or provisions of this Licence shall not constitute a general waiver or relinquishment of

any such terms or provisions, but the same shall be and remain at all times in full force and effect.

18.2 All invoices rendered by HONetworks in accordance with the terms and conditions of this Licence that are outstanding for longer than 60 days from the date of the invoice shall bear interest at 18% per annum.

#### **19.0 FORCE MAJEURE:**

19.1 Save and except for the payment of any monies required hereunder, neither party shall be deemed to be in default of this Licence where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond its reasonable control, including but not limited to an act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics, and an inability to perform due to causes beyond the reasonable control of the party. The party subject to such an event of force majeure shall promptly notify the other party of its inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed. The time for performing the obligation shall be extended for a period equal to the time during which the party was subject to the event of force majeure. Both parties shall explore all reasonable avenues available to avoid or resolve events of force majeure in the shortest time possible, but this requirement shall not oblige the party suffering the strike, lockout or labour dispute to compromise its position in such dispute.

#### **20.0 RELATIONSHIP OF PARTIES:**

20.1 Nothing in this Licence creates the relationship of principal and agent, employer and employee, partnership or joint venture between the parties. The parties agree that they are and will at all times remain independent and are not and shall not represent themselves to be the agent, employee, partner or joint venture of the other. No representations will be made or acts taken by either party which could establish any apparent relationship of agency, employment, joint venture or partnership and no party shall be bound in any manner whatsoever by any Licenses, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.

#### **21.0 NOTICE:**

21.1 Any notice or other writing required or permitted to be given under this Agreement or for the purposes of it, to any party, shall be valid only if delivered in writing in accordance with this clause. Notices can be provided to:

in respect of the Licensee:

Name: TOWNSHIP OF BLANDFORD-BLENHEIM

Address: 47 Wilmot St. S., P.O. Box 100,  
DRUMBO ON N0J 1G0

Fax: (519) 463-5881

Contact Person: Keith Reibling, Clerk-Administrator

in respect of HONetworks:

Hydro One Networks Inc.  
Attn: Joint Use Manager  
483 Bay Street 15<sup>th</sup> Floor, North Tower  
Toronto, Ontario  
M5G 2P5

The parties may change their respective addresses and addressees for delivery by delivering notices of such changes as provided herein. Notice sent accordingly shall be deemed delivered and received:

- (a) If delivered by hand, upon receipt;
- (b) If delivered by fax, 48 hours after the time of transmission, excluding from the calculation weekends and public holidays;
- (c) If delivered by overnight courier, four (4) days after the courioring thereof; and
- (d) If delivered by registered mail, six (6) days after the mailing thereof, provided that if there is a postal strike such notice shall be delivered by hand, or courier or fax.

## **22.0 NON-ASSIGNMENT:**

22. Neither this Licence nor any rights, remedies, liabilities or obligations arising under it or by reason of it nor Permit(s) granted hereunder shall be assignable by the Licensee, without the prior written consent of HONetworks, which shall not be unreasonably withheld.

## **23.0 ENTIRE AGREEMENT:**

23.1 This Licence, together with the CAG and other Schedules attached hereto, constitutes the entire agreement between HONetworks and the Licensee with respect to the matter herein and supersedes all prior oral or written representations and agreements.

#### **24.0 AMENDMENTS:**

24.1 No amendment, modification or supplement to this Licence shall be valid or binding unless set out in writing and executed by the parties with the same degree of formality as the execution of this Licence.

#### **25.0 SEVERABILITY:**

25.1 If any provision of this Licence is declared invalid or unenforceable by any competent authority such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Licence, unless such invalidity or unenforceability renders the operation of this Licence impossible.

#### **26.0 OTHER INFORMATION:**

26.1 Each party shall at the other party's request and expense execute and do all such further acts and things as may be necessary to carry out the full intent and meaning of this Licence and the transactions contemplated thereby.

#### **27.0 COUNTERPARTS:**

27.1 This Licence may be executed in counterparts and the counterparts together shall constitute an original.

#### **28.0 REASONABLENESS:**

28.1 Each party agrees that it shall at all times act reasonably in the performance of its obligations and the exercise of its rights under this Licence.

**29.0 APPLICABLE LAW:**

29.1 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the signatures of their proper representatives duly authorized in that behalf.

**HYDRO ONE NETWORKS INC.**



Name: Laura Formusa

Title: Secretary

I have the authority to bind the corporation.

**THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**



Name: Keith Reibling

Title: Clerk-Administrator

I have the authority to bind the Township.

(SEAL)

## 29.0 APPLICABLE LAW:

29.1 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the signatures of their proper representatives duly authorized in that behalf.

### HYDRO ONE NETWORKS INC.



Name: Laura Formosa

Title: Secretary

I have the authority to bind the corporation.

### THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM



Name: Keith Reibling

Title: Clerk-Administrator

I have the authority to bind the Township.

(SEAL)





## **SCHEDULE "A"**

### **Contract Administration Guide ("CAG")**

#### **1.0 APPLICATION FOR JOINT USE**

- 1.1 Whenever the Licensee desires to place Attachments on HONetworks' Poles, the Licensee shall submit to HONetworks an Application. The Licensee shall fully complete and submit to HONetworks a written or electronic Application, signed by its duly authorized officer (see sample attached hereto as Appendix 1). The location of the Joint Use Pole(s) in question and the number and kind of Attachments that the Licensee desires to place thereon shall be specified in the Application.
- 1.2 The location of Attachments on Joint Use Poles shall be reviewed and determined if appropriate by HONetworks at a joint field visit before Joint Use is established unless otherwise expressly agreed to by both parties. The usual position for Attachments will be on the roadside of Joint Use Poles. All of the Attachments will normally be on the same side of the Joint Use Pole to minimize climbing hazards and to facilitate pole replacement.
- 1.3 If HONetworks is willing to grant the permission requested in the Application, HONetworks shall signify its acceptance of the Application by affixing the signature of its duly authorized representative, upon the duplicate copy of the Application or electronic Application and shall return it to the Licensee and such accepted Application shall thereupon be and shall constitute a Permit hereunder.
- 1.4 Notwithstanding anything contained herein, it is understood and agreed by both parties that HONetworks may reject any Application it receives pursuant to clause 1.1; and when HONetworks rejects an Application, it shall return the duplicate thereof to the Licensee indicating thereon its rejection and the reason therefor. When the reason for rejection may be satisfied by the Licensee, the Licensee may re-submit the Application to HONetworks for re-consideration and if accepted by HONetworks such accepted Application shall thereupon be and shall constitute a Permit hereunder.
- 1.5 HONetworks shall return the Application to the Licensee either accepted or rejected within 30 days after receipt of the Application for installations up to and including 49 proposed Attachments or 60 days for larger Applications unless extenuating circumstances prevent HONetworks from doing so within this timeframe.
- 1.6 HONetworks may, at its discretion, require the Licensee to pay the costs of having HONetworks' employee(s) attend at the location of the poles designated on the Application to determine the following: (i) Make-ready Work required to accommodate the Licensee's Attachment(s); (ii) the cost of preparing an estimate of such Make-ready Work; and (iii) the cost of preparing an Application (if requested to do so by the Licensee).

- 1.7 Both parties acknowledge and agree that the permission to attach Attachments to the Joint Use Poles shall be deemed to be effective as of the date of the approval of each Permit approved by or on behalf of HONetworks.
- 1.8 Upon the request by the Licensee, HONetworks may, in its sole discretion, agree to rebuild, alter, add to or change the existing Joint Use Poles to accommodate the Attachments and the parties shall comply with the division of costs incurred as a result thereof in accordance with Decision Table 13.
- 1.9 Both parties acknowledge and agree that the application process shall consider existing safety hazards, route design, as well as imminent and future loading on the specified poles.

## **2.0 CONTRACTORS, OWNERS AND EMPLOYEES**

- 2.1 Contractors may be used by HONetworks or the Licensee to do any work in connection with HONetworks' attachments on Joint Use Poles and the Licensee's Attachments respectively. Each party is responsible for retaining its own contractors and for ensuring compliance with the terms and conditions set out in the CAG and the Agreement for Licensed Occupancy of Power Utility Distribution Poles (the "Agreement").
- 2.2 Each party shall ensure that its employees, agents, representatives, contractors or subcontractors in the performance of the party's obligations and the exercise of the party's rights under the Agreement and the CAG:
  - a) Comply with the Standards and all applicable laws, rules, orders, ordinances, regulations and other rules of all lawful authorities acting within their powers as well as the requirements of the Electrical Safety Authority;
  - b) Comply with the placement, safety practices and specifications set out in the CAG;
  - c) Are competent and qualified to deal with electrical hazards in accordance with the requirements of the *Occupational Health & Safety Act*, (Ontario) as amended and all applicable regulations thereunder including, without limitation, Construction Projects – O. Reg. 213/91 or Part 11 of the Canada Labour Code, R.S.C. 1985, c. L.2, as amended and all applicable regulations thereunder, whichever is more stringent.
- 2.3 A party shall not direct or supervise employees, agents, representatives contractors or subcontractors of the other party. Notice of violation or non-compliance given to a contractor shall also be provided at the same time or as soon as possible thereafter to an authorized representative of the party responsible for the contractor.
- 2.4 HONetworks may request from the Licensee and, within 30 days after receipt of such request, the Licensee shall provide to HONetworks, documentation in respect of processes and procedures that the Licensee and/or its contractors and subcontractors have in place to ensure that work on the Joint Use Poles is completed in a competent and safe manner.

### 3.0 OWNERSHIP IDENTIFICATION OF POLES

- 3.1 Pole markings are placed on all HONetworks Joint Use Poles to clearly indicate ownership, placement year, and pole test and treatment date as shown in Figure 3-1 below. The Joint Use Poles may also be marked with pole tag insignia to denote pole number, switch number, transformer location and other information. Any additional markings, desired by the Licensee, must first be approved by HONetworks.

- (a) Standard for installing dating nails; prior to June 4, 2003:

For Joint Use Poles 55 ft (16.8M) or less, the brands is 10ft (3.0M) from the butt. For Joint Use Poles over 55 ft, the brand is 14 ft (4.3 M) from the butt.



Note: Top diagram depicts nail with treatment year. Bottom diagram depicts nail with installation year.



- (b) New standard for installing dating nails; after June 4, 2003:

For Joint Use Poles 70 ft (21.3 M) or less, the brands is 10ft (3.0 M) from the butt. For Joint Use Poles over 70 ft, the brand is 15 ft (4.6 M) from the butt.



Note: Dating nails to be installed one above the other, e.g. 2003

It should be noted the dating nails are installed at or near the brand height.

**Figure 3-1: HONetworks Owned Pole Marking**

### 4.0 MARKING AND CORRECTION OF HAZARDOUS CONDITIONS

- 4.1 Hazardous Conditions identified by either party shall be corrected by HONetworks as soon as practicable and the Licensee shall cooperate as fully as possible for the said correction. Subject to Section 13.0 herein, Hazardous Conditions created by HONetworks' Joint Use Pole identified by either party shall be marked or banded in accordance with clause 4.2 below and shall be corrected by HONetworks. In the event of a potential or actual wide spread Hazardous Condition created by HONetworks on the Joint Use Pole, HONetworks shall notify the Licensee in writing of the potential safety risk and the nature of the Hazardous Condition. If the Hazardous Condition is created by the Licensee and the Licensee does not agree to pay for the costs to correct the said Hazardous Condition, HONetworks may remove the Licensee's Attachments at the Licensee's expense and at the sole risk of damage to the Licensee's Attachments. HONetworks shall be reimbursed by the Licensee for the said costs of removal within thirty (30) days of issuance of and invoice by HONetworks.

- 4.2 Defective or deteriorated Joint Use Poles and electrical Hazardous Conditions shall be marked by HONetworks as follows:

- (a) Electrical hazards: Red belted tag holder with tag
- (b) Structural hazards: Orange band or painted orange/red band around pole (4' to 5' above ground line.)

***Note: HONetworks uses a red belted tag holder for work protection and under no circumstances shall anyone work above the red band.***

## **5.0 CLEARANCES**

- 5.1 The placement of Attachments shall meet or exceed the requirements as noted in the CAG.

## **6.0 SAFE CLIMBING CONDITIONS**

- 6.1 The Licensee shall comply with the following requirements which are concerned primarily with the provision for safe climbing conditions:

- (a) Clearance from Base of Poles

No Licensee pedestal or other above ground fixture shall be installed above grade within 2.5m (8 ft.) of the base of a HONetworks Joint Use Pole. New Joint Use Poles should be located 3m away from above ground objects such as hydrants or fence posts.

- (b) Pole Mounted Attachments on a Pole

The Licensee's Attachments can include the following:

- (i) mast arms, luminaries, supply conductors, relays and other equipment required to operate a street lighting system
- (ii) traffic signal, power and control cables, junction and splice boxes and any other equipment and/or devices normally required for the operation of traffic signals
- (iii) service attachments
- (iv) decorative lighting
- (v) standards (banners down the side of poles)
- (vi) seasonal decorations.

For purposes of the Agreement, an Attachment does not include any material, apparatus, equipment or facility owned by the Licensee for the provision of Telecommunications Services and all such attachments shall require a separate License.

Metal signs presenting a thin knife-like edge will not be allowed on HONetworks' poles. These signs represent significant opportunity for injury if not removed when working aloft and are to be avoided.

The Licensee's Attachments shall be identified on the Application. Location on frequently climbed poles such as recloser, switch or transformer poles is to be avoided if possible, although it is recognized that for roadway lighting, installation on these poles may be required. Subsidiary apparatus poles are the preferred alternatives.

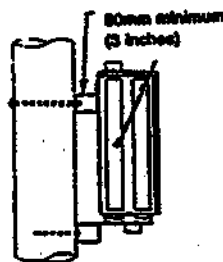
Attachments that do not have access by aerial devices shall not be allowed on poles.

The space in which miscellaneous attachments can be installed is 2.5m (8 ft.) (lowest point of attachment) above grade to 1m (3ft.) feet below the telecommunication section on the pole. Attachments are limited to two per pole and may be permitted only if all safety and climbing conditions are met.

Banners and strings of lights extending from one pole to another, typically across the road allowance will not be allowed. These installations can be accommodated by the municipality installing separate poles with the proper back-guying to accommodate the banner and strings of lights.

#### (c) Size & weight of Attachments

The maximum size of any Attachment in or below communication space shall be 1m (3 ft) high by 0.3m (1 ft.) wide and a depth of 0.3m (1 ft.) for equipment not including standoff brackets that allow a minimum of 80mm (3 in.) space between the Joint Use Pole and the Attachment. The maximum size for a bracket mounted Attachment shall not exceed 2m (6ft) high by 1m (3ft.) wide and a depth of 0.7m (30in.). Attachments cannot exceed 80 pounds.



**Figure 6.1: Attachments with Stand-off Brackets (where permissible)**

Standards (banners down the side of poles) must be detachable at the bottom to minimize their impact on climbing the pole and will be required to have a proper mounting bracket at the top to securely attach to the pole. The mounting bracket should be sufficiently heavy to support the banner under all weather conditions and wide enough not to present a knife like edge in case of a falling accident. A rounded bracket is preferred.

**(d) Structural /Material Composition**

All Attachments shall be constructed and composed of a non flammable material and be supported by a bracket made of stainless steel, aluminum or aluminum alloy which is easy to remove from the pole.

**(e) Methods of attachment to the Pole**

Attachments to the Joint Use Poles shall be by means of stainless steel banding tape or galvanized clamp bands.

**(d) Location of Attachments on Pole**

Attachments must be mounted on the roadside of the Joint Use Pole to maximize safe climbing space. Vertical Attachments such as conductors, cables, and conduit shall be grouped together such that a minimum continuous surface of 60% of the Joint Use Pole circumference shall remain clear for climbing.

**(e) Special Poles**

Steel, concrete or wood poles treated with preservatives, which restrict climbing, prohibit normal construction and operational methods using conventional climbing practices. If normally accepted climbing practices cannot be employed, then the parties shall agree to an alternate method required to install and maintain their respective Attachments on the said poles.

**(f) Subsidiary Apparatus Pole**

Where required, the Licensee's apparatus pole shall be placed 'in line' and at least 3 meters (10 ft.) from a Joint Use Pole. The top of the apparatus pole should not extend more than 0.3m (1 ft.) above the Licensee's Attachment.

**(g) Separation of Aerial and Underground Facilities**

Separation of at least one meter from below ground facilities shall be maintained between centerlines of overhead and underground facilities to enable safe operating space for power augers during the replacement or addition of HONetworks' Joint Use Poles. The Licensee acknowledges that any encroachments of the one meter separation may cause a potential risk of future interruptions, cable damage and expense to repair for the Licensee.

## **7.0 GUYING AND ANCHORING**

- 7.1 For streetlights and other miscellaneous attachments, additional guys and anchors are normally not required. If additional anchoring is required due to the Licensee's Attachments, the anchors and guys shall be installed by the Licensee and at the Licensee's expense.

- 7.2 The Licensee's anchors must be placed with a minimum separation of 1.5 m (5ft) from HONetworks' anchor.
- 7.3 Where separate anchoring is undesirable, the parties may cooperate to jointly study the feasibility of and, if agreeable to HONetworks, implement joint anchoring. If HONetworks agrees to such joint anchoring, HONetworks will install such joint anchoring at the Licensee's expense.
- 7.4 When adding or changing guys and anchors, the installing party shall not affect the existing tension on the other party's guys or disturb existing anchors.
- 7.5 Crossing guy wires is undesirable, however, where it is unavoidable, the minimum clearance between crossing guys (the point at which two guys cross) shall be 80 mm (3in).

## **8.0 STRAIN INSULATORS**

- 8.1 Strain insulators of the appropriate mechanical strength and voltage rating shall be installed on all down guys. Strain insulators on the Licensee's guys must be installed between 2.7 m to 3.6 m (8 to 12 feet) above ground and shall be installed by the Licensee. The Licensee's insulators must be maintained by the Licensee in safe working condition at all times.

## **9.0 POLE TOP EXTENSIONS**

### **9.1 Description**

Pole top extensions are made of solid epoxy resin fiberglass rod and may, at HONetworks' discretion, be installed by HONetworks at the pole top to raise the primary conductor in order to obtain the separation required at the higher voltage. An explanation will be provided in the case of denial.

### **9.2 Restriction**

The pole top extension(s) are to be used only by HONetworks for tangent applications where a Joint Use Pole replacement would otherwise be necessary (i.e. they cannot be used on new construction).

## **10.0 BONDING AND CONNECTION**

- 10.1 Bonding of all metal components (streetlight arm and head) with a minimum conductor size of #4 copper stranded is required and shall be adhered to by the Licensee.
- 10.2 The Licensee shall request any electrical connection required for new installations by contacting HONetworks.



- 10.3 The Licensee may employ a qualified worker or contractor to perform work on the streetlight system. Such workers may disconnect and reconnect any streetlight component connected from HONetworks' wires for maintenance purposes provided all rules, standards and Electrical Safety Authority requirements are complied with. Such qualified worker may also connect the #4 bond wire to the HONetworks electrical system, that may be absent from older installations.
- 10.4 The Licensee shall make all appropriate applications to the Electrical Safety Authority and shall provide all of the streetlight information to HONetworks to ensure accurate information is provided for energy billing and audit purposes.
- 10.5 The Licensee acknowledges that where the Attachments on Joint Use Poles constitute streetlights or other plant that consumes energy, the amounts charged for the energy consumption is usually based on a flat rate and is calculated using the lamp size and ballast losses.

## **11.0 ELECTRICAL INTERFERENCE AND OPERATION**

- 11.1 If the Licensee's Attachments are causing electrical interference, the Licensee shall take the appropriate action at its sole expense to rectify the situation. The parties shall cooperate with each other to facilitate the Licensee's action to resolve such problems.
- 11.2 The Licensee shall ensure that photo cells properly operate and turn the streetlights off during daylight hours. The Licensee shall monitor this issue independent of HONetworks and shall develop a response mechanism that allows the repair of any such light in 5 working days from notice of constant operation.

## **12.0 JOINT PLANNING**

- 12.1 Subject to clause 12.3 below, regular Joint Use meetings will be held annually to plan for new construction, re-construction, major changes and Line Clearing programs. Job progress and any problems that have developed since the previous meeting shall be discussed. HONetworks will use its best efforts to include all other third party owners of attachments.
- 12.2 Subject to clause 12.3 below, HONetworks agrees to provide the Licensee with the right to reserve extra space for its Attachments on Joint Use Poles during the design phase of placing, replacing or upgrading Joint Use poles. The Licensee agrees that prior to commencement of construction, the Licensee will confirm its Agreement to pay HONetworks the extra costs associated with the said extra space. HONetworks will issue an invoice for the extra cost and payment is due 60 days from the date the invoice is issued.
- 12.3 Both parties understand that due to the changing work environment, clauses 12.1 and 12.2 may not be an achievable goal and therefore do not hold each other liable in the event that the parties fail to comply with the obligations contained in the said clauses.

### 13.0 DIVISION OF COSTS (see Table 13)

If Make-ready Work is required, the cost of such work will be paid for as described below. Should a situation arise that is not adequately described in this section, HONetworks has sole discretion to determine the amount the Licensee will pay and the Licensee shall pay such amount when due. All final interpretations of the application of the policy described in this section will be as decided by HONetworks.

#### 13.1 Joint Use Pole:

- (a) If a pole change(s) is required to establish Joint Use, the Make-ready Work required to accommodate the Licensee's request shall be charged to the Licensee and the Licensee shall pay all labour, payroll burden, specific overheads, either general construction or general administrative overhead, material, and sundry costs to install and relocate all HONetworks attachments. This actual cost shall be discounted 2% per year to a maximum of 75%. The per year is calculated using the year the new pole is installed minus the age of the replaced pole.

Example:  $(2002 - 1972) \times 2\% = 60\%$   
*The Licensee shall pay the actual costs less 60%*

#### 13.2 Ceasing Joint Use:

- (a) Subject to clause 13.2(b) below, the cost of removing Joint Use Pole(s) is borne by HONetworks, who retains ownership of the Joint Use Pole(s) unless otherwise agreed to by the parties.
- (b) Where HONetworks has removed its attachments from a Joint Use Pole and has cut off the top of the Joint Use Pole above the Licensee's Attachments, the Licensee shall either acquire the Joint Use Pole (at a mutually agreed price or remove its Attachments from the said Joint Use Pole by no later than 60 days after the date of notification to the Licensee by HONetworks and the Licensee shall remove its Attachments at its own risk and expense.
- (c) Where the Licensee desires or is required to discontinue the use of Joint Use Poles or where the use of such Joint Use Poles has been terminated by cancellation of the Permit, the Licensee shall remove its Attachments, from the Joint Use Poles. The Licensee shall remove all such attachments within 90 days after receipt of notification to remove from HONetworks and if the Licensee fails to comply, HONetworks shall remove the Licensee's Attachments at the Licensee's expense and at the Licensee's risk of damage to the Licensee's Attachments.
- (d) If the Licensee wishes to modify, Rearrange, add to or remove its Attachments from Joint Use Poles, it shall notify HONetworks and submit a revised Application or cancel its existing applicable Permit accordingly. In the case of the Licensee's request for

additional Attachments, HONetworks will inspect the Joint Use Poles at the Licensee's expense and review the revised Application in accordance with section 1.0 above.

### 13.3 Existing Joint Use - Cost re: Attaching, Transferring & Rearranging Attachments:

#### (a) Licensee's Request

Where HONetworks is required to attach, Transfer or Rearrange its attachments solely for the purpose of establishing new Joint Use or adding to existing Joint Use, the Licensee shall pay the costs to attach, Transfer or Rearrange HONetworks' attachments.

#### (b) Third Party Requests to Remove, Replace or Relocate Poles

Where a third party requests the Licensee to Transfer or Rearrange its Attachments as a result of a request to remove, replace or relocate poles, the Licensee shall resolve any issues with respect to costs with the third party.

#### (c) Third Party Requests for Attachment

Where the Licensee or HONetworks is required to Transfer or Rearrange its Attachments or attachments respectively to accommodate a third party, the costs associated therewith shall be the responsibility of the third party.

#### (d) HONetworks' Requirement

Where a Transfer of the Licensee's Attachment(s) and HONetworks' attachments is involved in the replacement of Joint Use Poles due solely to the requirements of HONetworks, the Licensee and HONetworks shall bear the cost for the Transfer of the Licensee's Attachments and HONetworks' attachments respectively.

### 13.4 Extra Space - Replacement of Joint Use Poles:

#### (a) HONetworks' Requirement

Where extra space is required solely for HONetworks' purposes or as a result of requirements of a governing body with respect to HONetworks' attachments only, the existing Joint Use Pole shall be replaced at the sole expense of HONetworks. Each party shall bear the cost for the Transfer of its own Attachments respectively. Where the space occupied by the Attachments of the Licensee causes HONetworks to replace a Joint Use Pole with a higher Joint Use Pole to accommodate additional HONetworks attachments, then the Licensee shall pay the costs incurred by HONetworks to replace the Joint Use Pole. These costs will include an amount equal to the value of the existing Joint Use Pole, the cost of Transferring HONetworks' existing attachments (for example, equipment, regulator or recloser installations and switches) to the new Joint Use Pole and the cost of transferring the Licensee's own Attachments.

#### (b) Licensee's Requirement

Where extra space is required solely for the Licensee's purposes, or as a result of the requirements of a governing body with respect to the Licensee's Attachments only, the Licensee shall pay HONetworks' costs to supply and install the new Joint Use Pole and the costs to Transfer HONetworks' attachments.

(c) Both parties

Where extra space is required by both parties, the Licensee shall pay to HONetworks a sum equal to one half of the costs of installing a new Joint Use Pole. The Licensee and HONetworks shall be responsible for the Transfer of the Licensee's Attachments and HONetworks' attachments respectively and the costs associated therewith.

(d) Pole Replacements

In order to facilitate Joint Use Pole replacements, the Licensee or designated contractor may be required to attend during pole replacement to make any necessary Transfers at the same time.

(e) Reserving extra space

HONetworks agrees to provide the Licensee with the opportunity to reserve extra space for its Attachments on the Joint Use poles during the design phase of placing, replacing or upgrading the Joint Use Poles, provided that prior to the commencement of construction, the Licensee confirms its agreement to pay HONetworks for the costs associated with the said extra space thirty days after issuance of an invoice therefor by HONetworks. The said invoice shall be issued by HONetworks after completion of construction.

#### 13.4 Inter-spaced Poles

Where a Joint Use Pole is added (interspaced) to an existing line of Joint Use Poles for the sole requirements of the Licensee, the cost of such new Joint Use Pole as well as HONetworks' attachment costs shall be paid by the Licensee. This new Joint Use Pole shall be the property of HONetworks. The applicable Pole Rental Rate shall be paid by the Licensee and the existing Permit shall be modified by the Licensee in both cases no later than 30 days after the Joint Use Pole is added. If the interspaced pole is required by both parties, it shall be installed by HONetworks, material and installation charges will be shared equally by both parties and each party will bear its own attachment costs.

#### 13.5 Emergency Transfer of Attachments

From time to time HONetworks is required to perform work under emergency conditions to restore power. In these instances, the reconstruction of the poles can involve the transfer of the Licensee's Attachments to complete the work at the location. Under emergency conditions, HONetworks shall transfer the Attachments of the Licensee and invoice the Licensee for the associated costs and the Licensee shall pay said costs when due.

#### 13.6 Written Cost Estimates and Invoicing:

Unless otherwise specifically provided herein, when HONetworks performs work which expense is to be borne in whole or in part by the Licensee, HONetworks, prior to performing the work, will prepare and provide the Licensee with a written cost estimate for labour, materials and miscellaneous expenses. When the written cost estimate is signed and returned to HONetworks, such estimate is considered a valid purchase order and shall form the basis for invoicing. Upon completion of the work, an invoice is rendered and becomes due and payable within sixty (60) days of issuance of the invoice.

All invoices that are not paid by the relevant due date shall bear late payment interest charges at the prevailing late payment rate, currently 1.5% per month.

### Division of Costs - Summary, Decision Table 13

TYPE OF WORK	REASON FOR WORK	PARTY PAYING
Supply and install pole	Provide pole for HONetworks' requirements	HONetworks
Joint planning re: new lines or re-located lines	joint coordination and previews	each party pays for own engineering services
Design time	if requested by Licensee	Licensee
Estimates by HONetworks	for Licensee's make ready	Licensee
Application for Licensed Occupancy of Poles form – review and approval by HONetworks	Caused by Licensee's new or revised Application	Licensee
Rearrange each party's attachments	Caused by Licensee	Licensee
Rearrange each party's attachments	caused by HONetworks	each party pays for its own costs to Rearrange
Pole top extension	Required for Licensee	Licensee
Crossarm	Required for Licensee	Licensee
Replace existing JU pole	Licensee's requirement	Licensee
Interspaced JU pole	Licensee's requirement	Licensee
Interspaced JU pole	HONetworks requirement third party requirement	each party bears own costs per Licensee's 3 <sup>rd</sup> party agreement
Pole removal	Ceasing Joint Use by HONetworks	HONetworks
Remove Licensee's Attachments	pole removal	Licensee
Replacement of pole with existing Attachments	Vehicle/storm damage, deterioration	each party bears own costs of transfers
Replacement of pole with existing Attachments	HONetworks' requirement, 3rd party requirement	each party bears own costs per respective 3 <sup>rd</sup> party agreement
Single pole replaced or added in non-joint use line	Common crossing for Licensee	Licensee
Attaching, Transfer or Rearrange HONetworks attachments	Accommodation of Licensee's Attachments	Licensee
Attach, Transfer or Rearrange HONetworks attachments	HONetworks request	each party pays own costs to Transfer its attachments
Remove safety hazards	safety requirement	party creating hazard
Make ready Line Clearing	for Licensee's attachments	Licensee
Maintenance Line Clearing	Routine Line Clearing	Licensee contributes in Pole Rental Rate
New Connection	Licensee's requirement	Licensee
Request for additional space	To reserve space on new construction	Licensee

#### **14.0 LINE CLEARING**

- 14.1 HONetworks shall carry out Line Clearing determined to be necessary for maintenance purposes on Joint Use Poles.
- 14.2 The Licensee's monetary contribution towards maintenance Line Clearing of Joint Use Poles which is incorporated in the Pole Rental Rate is based upon and recognizes the following:
- (a) HONetworks' incremental costs to maneuver in and around the Licensee's Attachments as part of maintenance Line Clearing around Joint Use Poles.
  - (b) HONetworks' removal and clean-up of storm damaged trees along a line of Joint Use Poles.
  - (c) Maintenance Line Clearing reduces costs for new or added Attachments.
  - (d) Licensee's input and influence in the local Line Clearing program to meet joint requirements when feasible.
  - (e) Joint interest in maintaining the integrity of HONetworks' neutral along a line of Joint Use Poles from tree-related damage.
- 14.3 The costs involved in make-ready Line Clearing determined by HONetworks as necessary to be carried out on Joint Use Poles shall be shared as follows:
- (a) Where Joint Use is to be established on existing HONetworks' poles or existing Joint Use Poles must be replaced for said purpose, all make-ready Line Clearing costs shall be borne by the Licensee. Tenders may be called by the Licensee and contracts may be awarded to HONetworks or to qualified forestry contractors for any make-ready Line Clearing required by the Licensee provided the work is done in compliance with HONetworks' Line Clearing specifications and the work is on a public road allowance. If HONetworks performs the make-ready Line Clearing, the costs for the make-ready Line Clearing shall be paid by the Licensee within 60 days of the date of the invoice issued by HONetworks therefor.
  - (b) Where new Joint Use is to be created or an existing line of Joint Use Poles is re-located, make ready Line Clearing shall be performed by HONetworks. Notice shall be provided to the Licensee along with the estimate of the costs of the make-ready Line Clearing work to be performed. The cost of such Line Clearing for the new Joint Use Poles shall be shared 75% by HONetworks and 25% by the Licensee as will be provided for in an invoice to be issued by HONetworks. The Licensee shall pay the said costs to HONetworks within 60 days of the date of the invoice issued by HONetworks therefor.

#### **15.0 LINE CLEARING PROGRAM**

- 15.1 The following specifications are a standard for Line Clearing that shall be applied to all Joint Use Poles. Approved arboricultural practices shall be followed while still assuring plant safety and reliability.

- (a) Trees are to be pruned sufficiently to provide clearances with adequate provision to reach the next maintenance Line Clearing cycle, giving due consideration to tree species, growth, planned clearing cycles and location.
- (b) All pruner and saw cuts are to be made using the natural target pruning technique. All cuts will be made by drop crotch pruning to a lateral or parent limb, which should be at least one-third the diameter of the limb being removed.
- (c) Pruner and saw cuts need not be painted with tree wound dressing unless otherwise specified by HONetworks' Forestry representative.
- (d) All brush is to be removed from the site and disposed of appropriately.

## **16.0 PERMITS AND SAFETY AUDITS:**

- 16.1 At such time as deemed necessary by HONetworks, Joint Use Poles will be audited by HONetworks or mutually, if agreed, in order:
  - (a) To detect and subsequently correct all deficiencies within ninety (90) days or sooner except Hazardous Conditions which, except as otherwise specified in the Agreement or the CAG, in the case of an emergency require correction within thirty (30) days;
  - (b) To confirm that Joint Use is properly authorized by Permit; and
  - (c) To confirm the accuracy of Pole Rental Rates being charged.
- 16.2 Subject to the following, where an audit is carried out by both parties simultaneously, each party shall bear its own respective costs associated with the audit. Should an audit reveal that the number of unauthorized Attachments exceeds 2% of the number of Joint Use Poles for which Permits have been granted, then the Licensee will pay HONetworks' labour costs associated with the audit as well as applicable back rent for unauthorized Attachments as set out in the Agreement.
- 16.3 The Licensee will be responsible for making application and obtaining all permits required from the Electrical Safety Association and HONetworks for occupancy on the Joint Use Poles and for the connection of power.
- 16.4 The installation of any third party attachments other than those of the Road Authority or Municipality will require municipal approval prior to installation. Any such attachment made will be under the care and control of the Municipality and will follow the conditions outlined in the License and CAG.



# APPENDIX 1

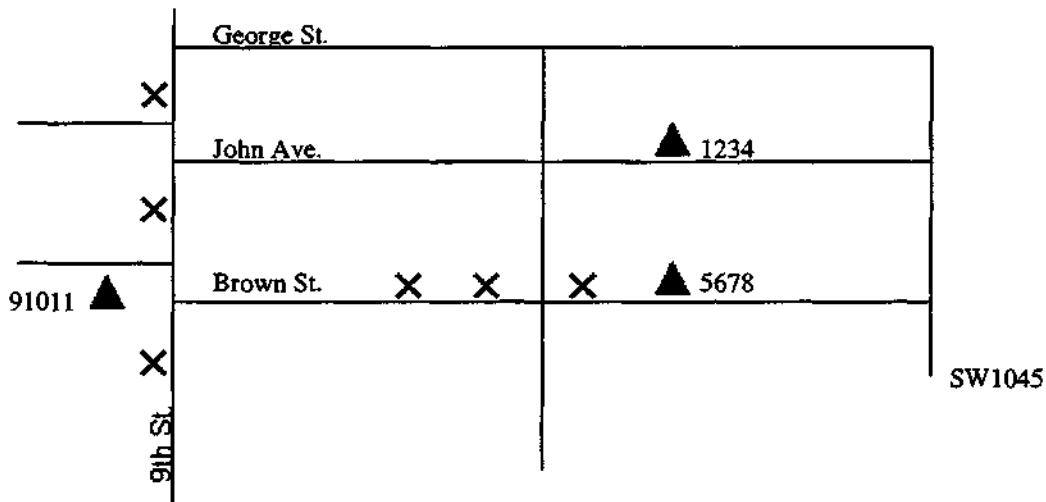


## APPLICATION FOR LICENSED OCCUPANCY OF POLES (Draft example)

**NOTE: The Licensee agrees that all connected flat rate load information will be shared with the Licensee's energy supplier for the purpose of ensuring accurate energy billing.**

\*Please complete all boxes above the dotted line.

to be attached to and form part of the Agreement effective:		Licensee's project name/refer #	
		Supercedes Permit No. or "New"	
Permission is requested by <b>City of Brockville</b>	Signed:  (by authorized Road Authority or Mun. rep)	Print Name and title:	
to place attachments as follows: (note specific quantity, size and nature of proposed attachment(s))			
3 X 70 W HPS PLUS 3 X 30 W BALLASTS on 9th Street 3 X 100 W HPS PLUS 3 X 30 W BALLAST on Brown Street			
Desired Construction Target			
lot nos. (in or between)	Conc./street or road names <b>9th and Brown Street</b>	Township/village or town of <b>City of Brockville</b>	county/municipality <b>Leeds &amp; Grenville</b>



Please orient sketch to the north, show occasional HONetworks transformer numbers and adjacent Permit numbers-

Approved (HONetworks)	Legend	No. of full rental poles
Name and Title (please print)	<b>X = Rental Pole</b>	
Operations manager or designate: <b>Operations/ Front Line Manager</b>		
Operations Centre <b>Brockville SC</b>	Permit no. <b>97-1</b>	
Date	Other internal project <b>YES</b>	<b>NO</b>

# SCHEDULE "B"



## APPLICATION FOR LICENSED OCCUPANCY OF POLES

**NOTE: The Licensee agrees that all connected flat rate load information will be shared with the Licensee's energy supplier for the purpose of ensuring accurate energy billing.**

\*Please complete all boxes above the dotted line.

to be attached to and form part of the Agreement effective:		Licensee's project name/refer #	
		Supercedes Permit No. or "New"	
Permission is requested by	Signed:	Print Name and title:	
to place attachments as follows: (note specific quantity, size and nature of proposed attachment(s))			
Desired Construction Target			
lot nos. (in or between)	Conc./street or road names	Township/village or town of	county/municipality

\* Please orient sketch to the north, show occasional HONetworks transformer numbers and adjacent Permit numbers

Approved (HONetworks)	Legend	No. of full rental poles
Name and Title (please print)		
Operations manager or designate:		
Operations Centre	Permit no.	
Date	Other internal project	



**Seasonal Decorative Lighting Information for Billing Purposes**

Municipality / Community	Fixture Type*	Date Normally Installed	Date Normally Removed	Hours per Day "ON" **	# of Fixtures	# of Bulbs per Fixture	Wattage of Bulbs
Township of Blandford-Blenheim - Bright	Wreath	Nov. 28	Jan. 2	Timer	9	25	7 Watts
Account No. 81590-00038		(5 Weeks)		4-7 PM to 10 PM			

**Notes:**

\* e.g. strings of Christmas tree lights, mini-lights or rope lighting; decorations (wreaths, etc) with lights etc.

\*\* Please note if lights are controlled by photo-eye or timer.

**Completed by (Name):**

Keith Reibling

**Title:**

Clerk-Administrator

**Telephone number:**

519-463-5347

**Date**

October 20, 2003.

**Please return to  
Hydro One Networks Inc.**



**PART A**  
**ENDORSEMENT N°12**

It is understood and agreed that with respect to this Part of the Policy, the following are added as Additional Insureds:

1. **HYDRO ONE NETWORKS INC.**, but only with respect to their Agreement with the Named insured.

Except as otherwise provided in this endorsement all limits, terms, conditions, provisions, definitions and exclusions of this Part of the policy shall have full force and effect.

Name of Insurer	Proportion of Indemnity
Guarantee Company of North America	65%
Lombard General Insurance Company of Canada	35%

**POLICY N°:** CP97036

**OF THE:** SUBSCRIPTION POLICY

**ISSUED TO:** CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

**EFFECTIVE DATE:** DECEMBER 24, 2003

06300/kg

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1412-2003

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to AB-4 the zone symbol of the lands so designated AB-4 on Schedule "A" attached hereto.
2. That Section 21.3.1 to By-law Number 1360-2002, as amended, is hereby deleted.
3. That Section 8.4 to By-Law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof.

"8.4.4        LOCATION: PART LOT 21, CONCESSION 6 (BLENHEIM), AB-4

8.4.4.1       Notwithstanding any provision of this By-Law to the contrary, no person shall within any AB-4 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

8.4.4.1.1     RESIDENTIAL USES

a single detached dwelling accessory to a permitted use;  
a home occupation.

8.4.4.1.2     NON-RESIDENTIAL USES

a sawmill;  
a retail outlet, wholesale outlet or a business office accessory to a permitted use.

8.4.4.2 Notwithstanding any provision of this By-Law to the contrary, no person shall within any AB-4 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

8.4.4.2.1 RESIDENTIAL USES

8.4.4.2.1.1 LOT FRONTAGE

Minimum	As existing on the date of the passage of this By-law, as amended.
---------	--

8.4.4.2.1.2 That all provisions of the AB Zone in Section 8.2 to this By-law, as amended, shall apply, and further that all other provisions of this By-law, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis.

8.4.4.2.2 NON-RESIDENTIAL USES

8.4.4.2.2.1 LOT FRONTAGE

Minimum	As existing on the date of the passage of this By-law, as amended.
---------	--

8.4.4.2.2.2 HEIGHT OF BUILDING

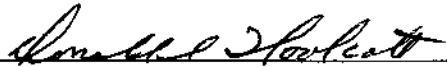
Maximum	As existing on the date of the passage of this By-law, as amended, except 15 m (49.2 ft) for any new buildings or structures.
---------	---

8.4.4.2.2.3 That all provisions of the AB Zone in Section 8.2 to this By-law, as amended, shall apply, and further that all other provisions of this By-law, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

4. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 15<sup>th</sup> day of October, 2003.

READ a third time and finally passed this 15<sup>th</sup> day of October, 2003

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator



TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1412-2003

EXPLANATORY NOTE

The purpose of By-Law Number 1412-2003 is to rezone lands located on the south side of Oxford Road 29, between Hubbard Road and Oxford Road 22, and comprising Part Lot 21, Concession 6 (Blenheim), in the Township of Blandford-Blenheim from 'Special Aggregate Industrial (ME-1)' to 'Special Agri-Business (AB-4)' to recognize the reduced lot frontage and height of existing buildings and permit the development of a sawmill operation and an accessory single detached dwelling. The subject lands are currently owned by BPB Canada Inc. and are subject to an agreement of purchase and sale.

Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1412-2003. The public hearing was held on October 15, 2003.

Any person wishing further information relative to Zoning By-Law Number 1412-2003 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

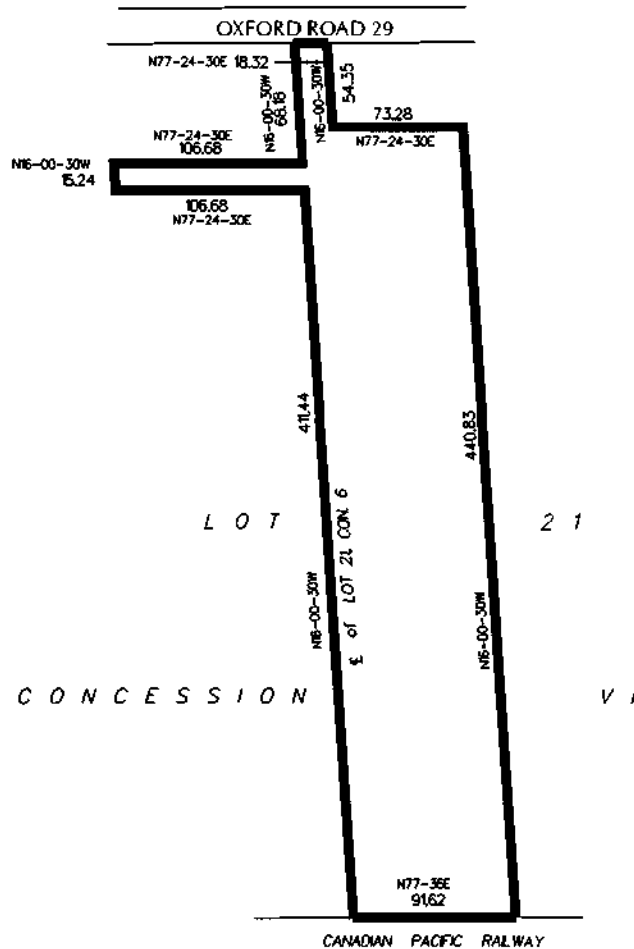
Telephone: 463-5347

# SCHEDULE "A"

TO BY-LAW No. 1412-2003

PART LOT 21, CONCESSION 6 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW NO. 1412-2003, PASSED

THE 15th DAY OF October, 2003

AREA OF ZONE CHANGE TO AB-4

NOTE: ALL DIMENSIONS IN METRES

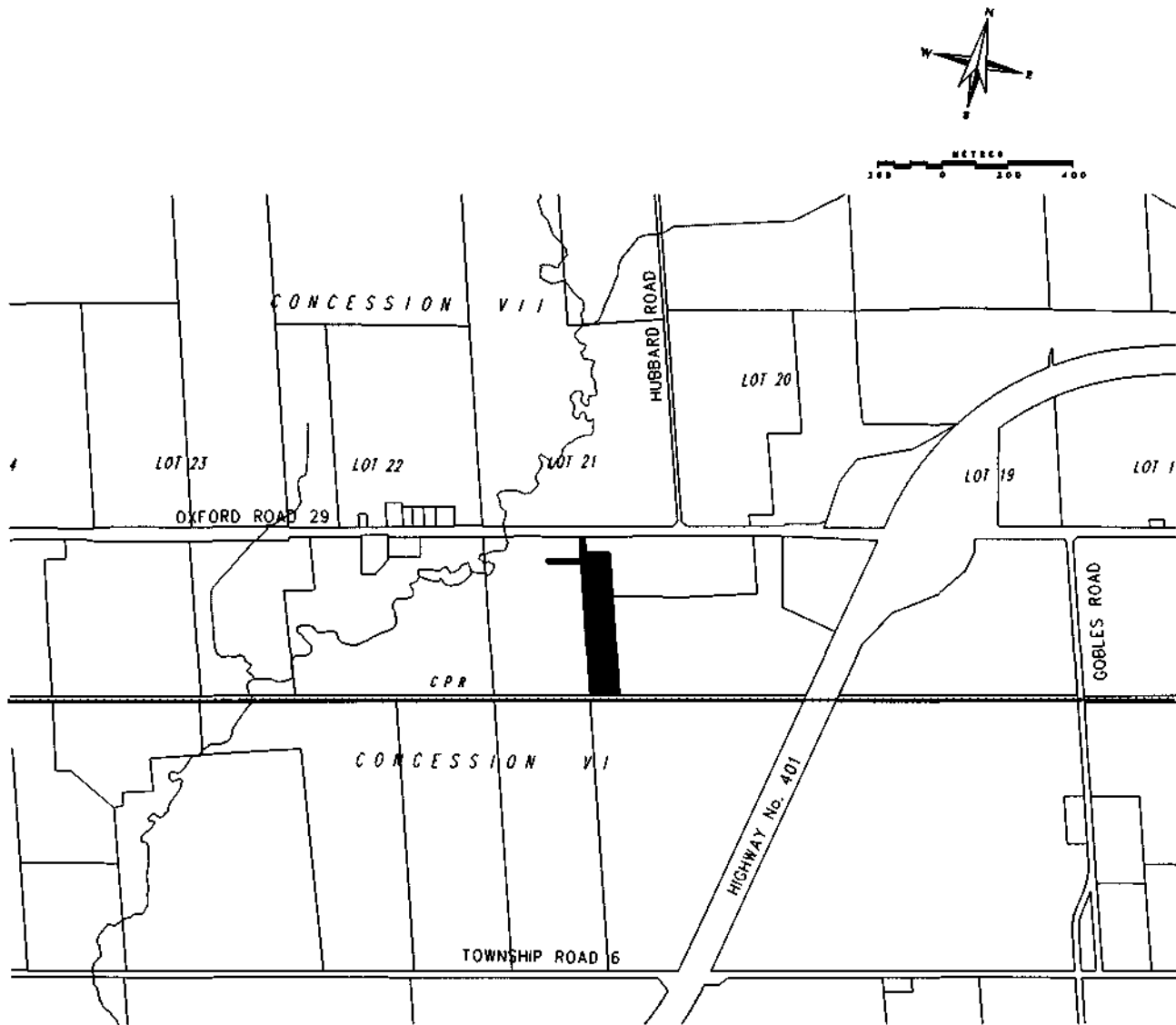



© 2003

Donald S. Woolcott MAYOR

Keith Reibling CLERK-ADMINISTRATOR

# KEY MAP



 LANDS TO WHICH BY-LAW NO. 1412-2003 APPLIES

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1413-2003

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to RR-4 the zone symbol of the lands so designated RR-4 on Schedule "A" attached hereto.
2. That Section 9.5 to By-Law Number 1360-2002, as amended is hereby amended by adding the following subsection at the end thereof.

**"9.5.4        LOCATION: PART LOT 7, CONCESSION 9 (BLANDFORD), RR-4**

9.5.4.1        Notwithstanding any provision of this By-Law to the contrary, no person shall within any RR-4 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 9.1 of this By-Law.

9.5.4.2        Notwithstanding any provision of this By-Law to the contrary, no person shall within any RR-4 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

**9.5.4.2.1        LOT FRONTAGE**

Minimum	10.0. m (32.8 ft).
---------	--------------------

**9.5.4.2.2        SPECIAL PROVISIONS FOR AN ACCESSORY BUILDING IN A RESIDENTIAL ZONE**

(i) Maximum Ground Floor Area	182 m <sup>2</sup> (1,960 ft <sup>2</sup> ).
-------------------------------	--

9.5.4.2.3        All of the provisions of the RR Zone in Section 9.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 15<sup>th</sup> day of October, 2003.

READ a third time and finally passed this 15<sup>th</sup> day of October, 2003

  
Donald S. Woolcott, Mayor

(SEAL)

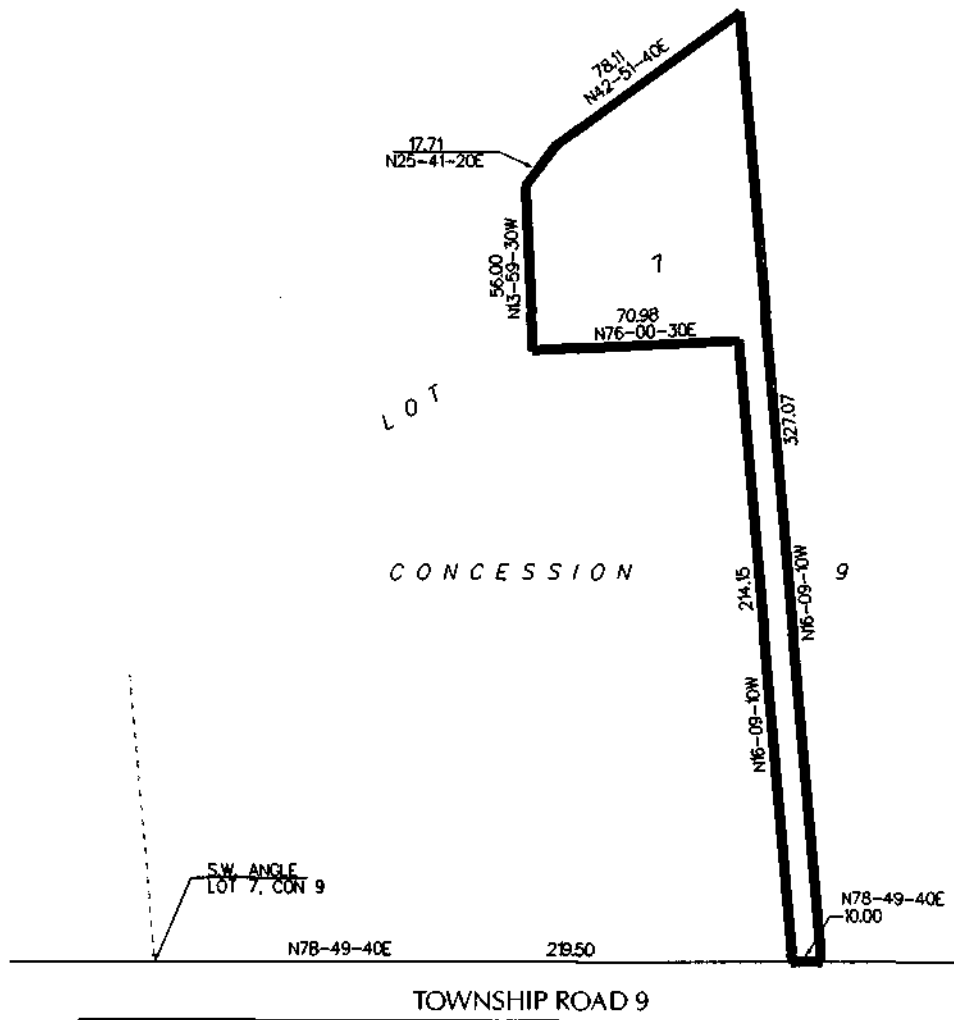
  
Keith Reibling, Clerk-Administrator

# SCHEDULE "A"

TO BY-LAW No. 1413-2003

PART LOT 7, CONCESSION 9 (BLANDFORD)

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW NO. 1413-2003, PASSED

THE 15th DAY OF October, 2003



AREA OF ZONE CHANGE TO RR-4

NOTE: ALL DIMENSIONS IN METRES



GeoGraphics  
Information Systems

©2003

*Donald S. Woolcott*  
Donald S. Woolcott MAYOR  
*Keith Reibling*  
Keith Reibling CLERK

ZON 1-03-5

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1413-2003

EXPLANATORY NOTE

The purpose of By-Law Number 1413-2003 is to rezone lands located on the north side of Township Road 6, between Blandford Road and the Thames River, and comprising Part Lot 7, Concession 9 (Blandford), in the Township of Blandford-Blenheim from 'General Agricultural Zone (A2)' to 'Special Rural Residential Zone (RR-4)' to reflect the residential use of the lands. Special provisions were included to allow a reduced lot frontage and recognize the size of an existing accessory structure. The subject lands are currently owned by Medallion Holsteins Limited.

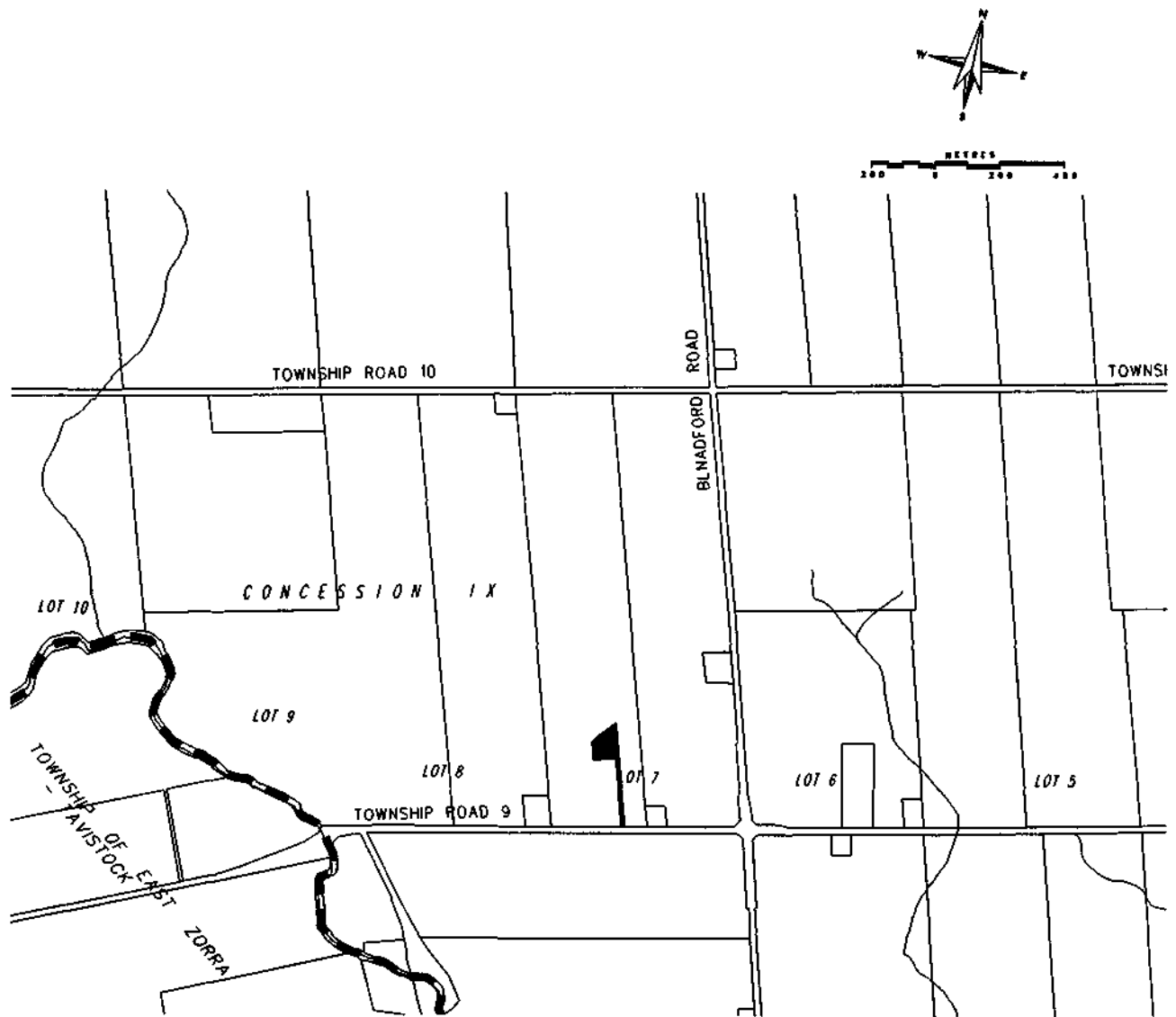
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1413-2003. The public hearing was held on October 15, 2003.

Any person wishing further information relative to Zoning By-Law Number 1413-2003 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



 LANDS TO WHICH BY-LAW 1413-2003 APPLIES



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1414-2003

A By-Law to designate certain lands within the Township of Blandford-Blenheim as a Site Plan Control Area.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM enacts as follows:

1. That the lands described as 'Lands Designated under Site Plan Control' on the attached Schedule "A" which forms part of this by-law, are hereby designated as a Site Plan Control Area pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 15th day of October, 2003.

READ a third time and finally passed this 15th day of October, 2003.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

  
Donald S. Woolcott, Mayor

(SEAL)

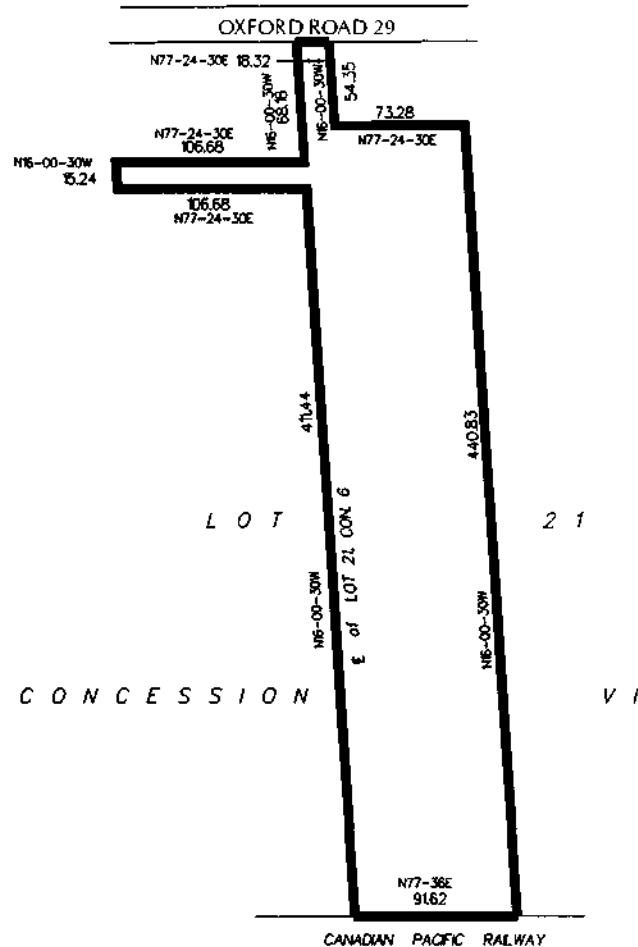
  
Keith Reibling, Clerk-Administrator

# SCHEDULE "A"

TO BY-LAW No. 1414-2003

PART LOT 21, CONCESSION 6 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW NO. 1414-2003, PASSED

THE 15th DAY OF October, 2003



LANDS DESIGNATED UNDER  
SITE PLAN CONTROL

NOTE: ALL DIMENSIONS IN METRES



GeoGraphics  
Information Systems

© 2003

Donald S. Woolcott MAYOR

Keith Reibling CLERK-ADMINISTRATOR

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1415-2003

Being a By-law to establish schedules of retention periods for documents, records and other papers of the Township.

**WHEREAS**, Section 255 of the Municipal Act, 2001 provides that a municipality may, subject to the approval of the municipal auditor, establish retention periods during which the records of the municipality and local boards of the municipality must be retained and preserved in accordance with Section 254 of the Municipal Act, 2001.

**AND WHEREAS**, a record of the municipality may be destroyed if a retention period for the record has been established under Section 255 and the retention period has expired or the record is a copy of the original record.

**THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the retention periods for the records of the Corporation of the Township of Blandford-Blenheim and its local boards as outlined in Schedule A and B attached hereto and forming part of this by-law are hereby adopted and established as the retention periods for each such records.
2. That the Clerk, or his designate is hereby granted authority to destroy all of the documents herein, provided that they have been retained until at least December 31<sup>st</sup> of the last year of the retention period as outlined in Schedule B.
3. That all receipts, vouchers, instruments, rolls and other documents, records and papers shall be retained in safe and secure locations for periods according to Schedules A and B.
4. That the retention of any or all receipts, vouchers, instruments, rolls and other documents, records and papers may be by means of photographing onto archival quality microfilm, and after testing of which process, the original documents may be destroyed as provided herein.
5. This by-law is to be construed as permissive and not mandatory. In the event of conflict between this by-law and any statute or regulation of the Government of Canada or the Government of Ontario or other agencies having jurisdiction without limiting the general of the foregoing, to include the Employment Standards Act, and the Municipal Elections Act, such statutes or regulations shall prevail. If changes in the act or other factors cause the retention of any documents or records beyond the periods stipulated in this by-law to be required or to be expedient, then such documents or records shall be retained according to such requirements or according to their importance or significance.
6. This by-law shall not take effect until the auditors of the Corporation have approved this by-law by endorsing their name at the end thereof.

**By-Law No. 1415-2003**  
**Schedule A**

<b>Records</b>	<b>Retention Code</b>
Assessment Roll	Permanent
Audit Financial Reports & Statements	Permanent
Birth Registers	Permanent
Bridge Files	Permanent
Building Permit Records & Plans	Permanent
Burial Permit	Permanent
By-Laws – Originals	Permanent
Cemetery Records	Permanent
Cheque Registers and Journals	Permanent
Death Register	Permanent
Deeds – Individuals and Register	Permanent
Drain Report – files	Permanent
Drain Master File Ledger	Permanent
Fenceviewers Files	Permanent
Home Renewal Program	Permanent
Legal Files	Permanent
Minute Books	Permanent
Ontario Municipal Board (OMB)	Permanent
Payroll – employee files	Permanent
Population Reports	Permanent
Reference Plans	Permanent
Street Closure files	Permanent
Subdivision	Permanent
Tax Collectors Roll	Permanent
Tax Sales Files	Permanent
Water and Sewage Files	Permanent
Year End Trail Balance	Permanent
Zoning By-Law	Permanent

By-Law No. **1415-2003**  
Schedule A

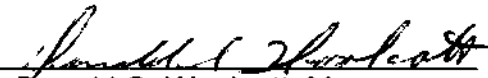
<b>Records</b>	<b>Retention Code</b>
Assessment Roll	Permanent
Audit Financial Reports & Statements	Permanent
Birth Registers	Permanent
Bridge Files	Permanent
Building Permit Records & Plans	Permanent
Burial Permit	Permanent
By-Laws – Originals	Permanent
Cemetery Records	Permanent
Cheque Registers and Journals	Permanent
Death Register	Permanent
Deeds – Individuals and Register	Permanent
Drain Report – files	Permanent
Drain Master File Ledger	Permanent
Fenceviewers Files	Permanent
Home Renewal Program	Permanent
Legal Files	Permanent
Minute Books	Permanent
Ontario Municipal Board (OMB)	Permanent
Payroll – employee files	Permanent
Population Reports	Permanent
Reference Plans	Permanent
Street Closure files	Permanent
Subdivision	Permanent
Tax Collectors Roll	Permanent
Tax Sales Files	Permanent
Water and Sewage Files	Permanent
Year End Trial Balance	Permanent
Zoning By-Law	Permanent

By-Law No. **1415-2003**  
Schedule B

<b>Records</b>	<b>Retention Code</b>	<b>Years</b>
Accounts Payables Invoices	Destroy	7
Agenda	Destroy	7
Bank Debit & Credit Memos	Destroy	7
Bank Reconciliation Reports	Destroy	7
Bank Statements	Destroy	7
Budget –Working files	Destroy	15
By-Law Enforcement Files	Destroy	15
Cash Receipts Journals	Destroy	7
Census Report	Destroy	7
Cheques – Cancelled	Destroy	7
Correspondence – General	Destroy	7
Conservation Authorities-GRCA; Upper Thames	Destroy	7
Committee of Adjustment Files	Destroy	Prior to Jan 1, 1992
Council Resolution – working copies	Destroy	7
Council Approval Report – Monthly Accounts	Destroy	7
Daily Cash Journals	Destroy	7
Debenture Files	Destroy	15
Debenture Register	Destroy	15
Deposit Slips/Books	Destroy	7
Development Charges	Destroy	10
Dog Control Files	Destroy	7
Dog Tag Books	Destroy	7
Drain Billing Journal	Destroy	7
Fire Department Files	Destroy	15
G.S.T. Files	Destroy	7
Garbage – Recycling Files	Destroy	7
General Posting Journals	Destroy	7
Grant Requests	Destroy	7
Grass Cutting Files	Destroy	7
Gravel Files	Destroy	7
Gravel Tickets	Destroy	2
Insurance Records	Destroy	15
Land Division Files	Destroy	7
Liquor Licenses	Destroy	7
Livestock Evaluation	Destroy	7
Lottery Licenses	Destroy	7
Ownership Changes	Destroy	2
Parking	Destroy	7
Parks and Recreation	Destroy	15
Payroll – earning records	Destroy	7
Payroll – OMERS files	Destroy	7
Payroll – registers or journals	Destroy	7
Payroll – T4's	Destroy	7
Payroll – time sheets	Destroy	7
Plattsville Arena	Destroy	15
Policing	Destroy	15
Property Sales Listing – Mortgage Changes	Destroy	2
Property Sales Listing-MPAC	Destroy	7
PUC	Destroy	15
Tax – Local Improvement Reports	Destroy	7
Tax – Penalty Reports	Destroy	7
Tax – Section 442, 357, Reconsiderations,	Destroy	7
Tax – Vacancy Applications	Destroy	7

By-law **READ** a **FIRST** and **SECOND** time this 5<sup>th</sup> day of November, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 5<sup>th</sup> day  
of November, 2003.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

Auditor's Approval

We hereby approve the above By-Law No. 1415-2003 passed by the Council of  
the Township of Blandford-Blenheim on November 5, 2003 pursuant to Section  
255 (3) of the Municipal Act, 2001.

\_\_\_\_\_  
Millard, Rouse & Roseburgh LLP

By-Law No. **1415-2003**

Schedule B

Page 2

Tax Adjustment Files	Destroy	7
Tax Arrears Files	Destroy	7
Tax Certificates Letters/Books	Destroy	2
Tax Stubs	Destroy	2
Taxation – working files	Destroy	15
Tile Drainage Files	Destroy	15
Workers Compensation Files	Destroy	7
Zoning By-law Files	Destroy	Up to Dec 31,2001
Zoning Compliance Letters	Destroy	2



THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1415-2003

Being a By-law to establish schedules of retention periods for documents, records and other papers of the Township.

**WHEREAS**, Section 255 of the Municipal Act, 2001 provides that a municipality may, subject to the approval of the municipal auditor, establish retention periods during which the records of the municipality and local boards of the municipality must be retained and preserved in accordance with Section 254 of the Municipal Act, 2001.

**AND WHEREAS**, a record of the municipality may be destroyed if a retention period for the record has been established under Section 255 and the retention period has expired or the record is a copy of the original record.

**THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the retention periods for the records of the Corporation of the Township of Blandford-Blenheim and its local boards as outlined in Schedule A and B attached hereto and forming part of this by-law are hereby adopted and established as the retention periods for each such records.
2. That the Clerk, or his designate is hereby granted authority to destroy all of the documents herein, provided that they have been retained until at least December 31<sup>st</sup> of the last year of the retention period as outlined in Schedule B.
3. That all receipts, vouchers, instruments, rolls and other documents, records and papers shall be retained in safe and secure locations for periods according to Schedules A and B.
4. That the retention of any or all receipts, vouchers, instruments, rolls and other documents, records and papers may be by means of photographing onto archival quality microfilm, and after testing of which process, the original documents may be destroyed as provided herein.
5. This by-law is to be construed as permissive and not mandatory. In the event of conflict between this by-law and any statute or regulation of the Government of Canada or the Government of Ontario or other agencies having jurisdiction without limiting the general of the foregoing, to include the Employment Standards Act, and the Municipal Elections Act, such statutes or regulations shall prevail. If changes in the act or other factors cause the retention of any documents or records beyond the periods stipulated in this by-law to be required or to be expedient, then such documents or records shall be retained according to such requirements or according to their importance or significance.
6. This by-law shall not take effect until the auditors of the Corporation have approved this by-law by endorsing their name at the end thereof.

By-law **READ** a **FIRST** and **SECOND** time this 5<sup>th</sup> day of November, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 5<sup>th</sup> day  
of November, 2003.

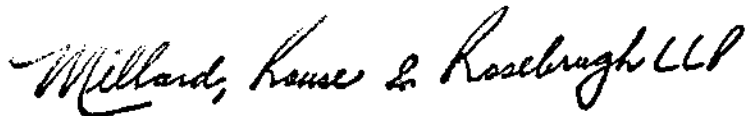
  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

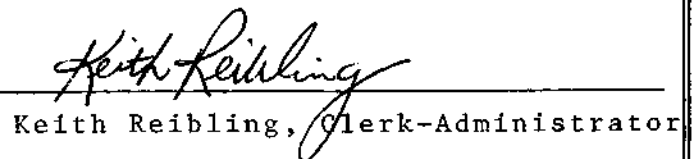
Auditor's Approval

We hereby approve the above By-Law No. 1415-2003 passed by the Council of  
the Township of Blandford-Blenheim on November 5, 2003 pursuant to Section  
255 (3) of the Municipal Act, 2001.

  
Millard, Rouse & Roseburgh LLP

I, Keith Reibling, Clerk-Administrator of the Township of  
Blandford-Blenheim, do hereby certify this copy of By-law  
Number 1415-2003 enacted the 5th day of November, 2003, to be  
a true copy of the original.

(SEAL)

  
Keith Reibling, Clerk-Administrator

**By-Law No.1415-2003**  
**Schedule A**

<b>Records</b>	<b>Retention Code</b>
Assessment Roll	Permanent
Audit Financial Reports & Statements	Permanent
Birth Registers	Permanent
Bridge Files	Permanent
Building Permit Records & Plans	Permanent
Burial Permit	Permanent
By-Laws – Originals	Permanent
Cemetery Records	Permanent
Cheque Registers and Journals	Permanent
Death Register	Permanent
Deeds – Individuals and Register	Permanent
Drain Report – files	Permanent
Drain Master File Ledger	Permanent
Fenceviewers Files	Permanent
Home Renewal Program	Permanent
Legal Files	Permanent
Minute Books	Permanent
Ontario Municipal Board (OMB)	Permanent
Payroll – employee files	Permanent
Population Reports	Permanent
Reference Plans	Permanent
Street Closure files	Permanent
Subdivision	Permanent
Tax Collectors Roll	Permanent
Tax Sales Files	Permanent
Water and Sewage Files	Permanent
Year End Trail Balance	Permanent
Zoning By-Law	Permanent

**By-Law No.1415-2003**  
**Schedule A**

<b>Records</b>	<b>Retention Code</b>
Assessment Roll	Permanent
Audit Financial Reports & Statements	Permanent
Birth Registers	Permanent
Bridge Files	Permanent
Building Permit Records & Plans	Permanent
Burial Permit	Permanent
By-Laws – Originals	Permanent
Cemetery Records	Permanent
Cheque Registers and Journals	Permanent
Death Register	Permanent
Deeds – Individuals and Register	Permanent
Drain Report – files	Permanent
Drain Master File Ledger	Permanent
Fenceviewers Files	Permanent
Home Renewal Program	Permanent
Legal Files	Permanent
Minute Books	Permanent
Ontario Municipal Board (OMB)	Permanent
Payroll – employee files	Permanent
Population Reports	Permanent
Reference Plans	Permanent
Street Closure files	Permanent
Subdivision	Permanent
Tax Collectors Roll	Permanent
Tax Sales Files	Permanent
Water and Sewage Files	Permanent
Year End Trail Balance	Permanent
Zoning By-Law	Permanent

**By-Law No.1415-2003**  
**Schedule B**

<b>Records</b>	<b>Retention Code</b>	<b>Years</b>
Accounts Payables Invoices	Destroy	7
Agenda	Destroy	7
Bank Debit & Credit Memos	Destroy	7
Bank Reconciliation Reports	Destroy	7
Bank Statements	Destroy	7
Budget –Working files	Destroy	15
By-Law Enforcement Files	Destroy	15
Cash Receipts Journals	Destroy	7
Census Report	Destroy	7
Cheques – Cancelled	Destroy	7
Correspondence – General	Destroy	7
Conservation Authorities-GRCA; Upper Thames	Destroy	7
Committee of Adjustment Files	Destroy	Prior to Jan 1,1992
Council Resolution – working copies	Destroy	7
Council Approval Report – Monthly Accounts	Destroy	7
Daily Cash Journals	Destroy	7
Debenture Files	Destroy	15
Debenture Register	Destroy	15
Deposit Slips/Books	Destroy	7
Development Charges	Destroy	10
Dog Control Files	Destroy	7
Dog Tag Books	Destroy	7
Drain Billing Journal	Destroy	7
Fire Department Files	Destroy	15
G.S.T. Files	Destroy	7
Garbage – Recycling Files	Destroy	7
General Posting Journals	Destroy	7
Grant Requests	Destroy	7
Grass Cutting Files	Destroy	7
Gravel Files	Destroy	7
Gravel Tickets	Destroy	2
Insurance Records	Destroy	15
Land Division Files	Destroy	7
Liquor Licenses	Destroy	7
Livestock Evaluation	Destroy	7
Lottery Licenses	Destroy	7
Ownership Changes	Destroy	2
Parking	Destroy	7
Parks and Recreation	Destroy	15
Payroll – earning records	Destroy	7
Payroll – OMERS files	Destroy	7
Payroll – registers or journals	Destroy	7
Payroll – T4's	Destroy	7
Payroll – time sheets	Destroy	7
Plattsville Arena	Destroy	15
Policing	Destroy	15
Property Sales Listing – Mortgage Changes	Destroy	2
Property Sales Listing-MPAC	Destroy	7
PUC	Destroy	15
Tax – Local Improvement Reports	Destroy	7
Tax – Penalty Reports	Destroy	7
Tax – Section 442, 357, Reconsiderations,	Destroy	7
Tax – Vacancy Applications	Destroy	7

By-Law No. 1415-2003

Schedule B

Page 2

Tax Adjustment Files	Destroy	7
Tax Arrears Files	Destroy	7
Tax Certificates Letters/Books	Destroy	2
Tax Stubs	Destroy	2
Taxation – working files	Destroy	15
Tile Drainage Files	Destroy	15
Workers Compensation Files	Destroy	7
Zoning By-law Files	Destroy	Up to Dec 31,2001
Zoning Compliance Letters	Destroy	2

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1416-2003

Being a By-law to restrict the Weight of Vehicles passing over Six (6) individual bridge structures in the Township.

**WHEREAS**, the Highway Traffic Act, R.S.O. 1990, Chapter H.8, Section 123, Subsection (2), and amendments thereto, provides that:

"The Municipal Corporation or other authority having jurisdiction over a bridge may by by-law limit the gross vehicle weight of any vehicle or any class thereof passing over such a bridge and the requirements of subsection (1) with respect to the posting up of notice apply thereto,"

**AND WHEREAS** it is deemed expedient to limit the weight of vehicles passing over bridges in the Corporation of the Township of Blandford-Blenheim after reviewing recommendations contained in a report dated September 12<sup>th</sup>, 2003, entitled "Inspection update of Deficient Bridges, 2003", as prepared by Mr. Eli Abraham, P.Eng., and K.A. Smart, P.Eng., of the firm of K. Smart Associates Limited, Kitchener, Ontario.

**NOW THEREFORE** the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. No vehicle or combination of vehicles or any class thereof whether empty or loaded shall be operated over the bridge situate on the Road Allowance between Concessions 11 and 12 at Lot 1 (former Blenheim); Structure No. 20; M.T.O. Site No. 23-131; where the gross vehicle or combination of vehicles or any class thereof exceeds -  
  
Fifteen (15) TONNES      for a Single Vehicle  
Twenty-four (24) TONNES for a Combination of Two Vehicles  
Thirty (30) TONNES      for a Combination of Three Vehicles
2. No vehicle or combination of vehicles or any class thereof whether empty or loaded shall be operated over the bridge situate on the Road Allowance between Concessions 10 and 11 at Lot 2 (former Blenheim); Structure No. 21; M.T.O. Site No. 23-132; where the gross vehicle or combination of vehicles or any class thereof exceeds -  
  
Eleven (11) TONNES      for a Single Vehicle  
Seventeen (17) TONNES for a Combination of Two Vehicles  
Twenty-five (25) TONNES for a Combination of Three Vehicles
3. No vehicle or combination of vehicles or any class thereof whether empty or loaded shall be operated over the bridge situate on the Road Allowance between Concessions 11 and 12 at Lot 9 (former Blenheim); Structure No. 24; M.T.O. Site No. 23-130; where the gross vehicle or combination of vehicles or any class thereof exceeds -  
  
Twelve (12) TONNES      for a Single Vehicle  
Nineteen (19) TONNES    for a Combination of Two Vehicles  
Twenty-six (26) TONNES for a Combination of Three Vehicles
4. No vehicle or combination of vehicles or any class thereof whether empty or loaded shall be operated over the bridge situate on the Road Allowance between Concessions 11 and 12 at Lot 18 (former Blenheim); Structure No. 25; M.T.O. Site No. 23-45; where the gross vehicle or combination of vehicles or any class thereof exceeds Sixteen (16) TONNES.

5. No vehicle or combination of vehicles or any class thereof whether empty or loaded shall be operated over the bridge situate on the Road Allowance between Concessions 3 and 4 at Lot 20 (former Blenheim); Structure No. 30; M.T.O. Site No. 23-184; where the gross vehicle or combination of vehicles or any class thereof exceeds -

Fourteen (14) TONNES for a Single Vehicle  
Eighteen (18) TONNES for a Combination of Two Vehicles  
Twenty-six (26) TONNES for a Combination of Three Vehicles

6. No vehicle or combination of vehicles or any class thereof whether empty or loaded shall be operated over the bridge situate on the Road Allowance between Lots 6 and 7, in the 6<sup>th</sup> Concession (former Blenheim); Structure No. 39; M.T.O. Site No. 23-126; where the gross vehicle or combination of vehicles or any class thereof exceeds -

Ten (10) TONNES for a Single Vehicle  
Twelve (12) TONNES for a Combination of Two Vehicles  
Eighteen (18) TONNES for a Combination of Three Vehicles

7. Every person who contravenes any of the provisions of a by-law made under subsection 104b(2) is guilty of an offence and on conviction is liable to a fine in accordance with the provisions outlined in Section 106, as amended, of The Highway Traffic Act.
8. By-law Number 1320-2000 enacted the 4<sup>th</sup> day of October, 2000 is hereby repealed.
9. This By-law shall not become effective until a notice of limit of weight permitted, legibly printed, has been posted in a conspicuous place at each end of the bridge.
10. The provisions of this by-law shall be in effect for a two (2) year period from the date of enactment.

By-law **READ** a **FIRST** and **SECOND** time this 5<sup>th</sup> day of November, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 5<sup>th</sup> day of November, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator



# Document General

Form 4 — Land Registration Reform Act

D

<p style="text-align: center; font-size: 24pt; font-weight: bold;">470601</p> <p>Number..... <b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center; font-size: 18pt;">2003-11-07</p> <p>at..... Land Registry Office No. 41</p> <p style="text-align: right; font-style: italic;">mzbeun Land Registrar</p> <p>FOR OFFICE USE ONLY</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 2 pages</p>																
	<p>(3) Property Identifier(s) Block Property Part of 00296 0036</p>																
	<p>(4) Nature of Document By-law Number 1417-2003</p>																
	<p>(5) Consideration ---nil----- Dollars \$</p>																
	<p>(6) Description  In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being Part of Lot 1, Concession 11, designated as PART 3 on Reference Plan 41R-7176.</p>																
<p>New Property Identifiers</p>	<p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>																
<p>(8) This Document provides as follows:  See By-law attached.</p>																	
<p>(9) This Document relates to instrument number(s)</p>																	
<p>(10) Party(ies) (Set out Status or Interest)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Name(s)</th> <th style="width: 30%;">Signature(s)</th> <th style="width: 20%;">Date of Signature</th> </tr> <tr> <th></th> <th></th> <th>Y M D</th> </tr> </thead> <tbody> <tr> <td>THE CORPORATION OF THE TOWNSHIP</td> <td></td> <td></td> </tr> <tr> <td>OF BLANDFORD-BLENHEIM (the "Township")</td> <td></td> <td></td> </tr> <tr> <td>by its Clerk-Administrator Keith Reibling</td> <td style="text-align: center; font-style: italic;">Keith Reibling</td> <td style="text-align: center;">2003 11 07</td> </tr> </tbody> </table>			Name(s)	Signature(s)	Date of Signature			Y M D	THE CORPORATION OF THE TOWNSHIP			OF BLANDFORD-BLENHEIM (the "Township")			by its Clerk-Administrator Keith Reibling	Keith Reibling	2003 11 07
Name(s)	Signature(s)	Date of Signature															
		Y M D															
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by its Clerk-Administrator Keith Reibling	Keith Reibling	2003 11 07															
<p>(11) Address for Service</p>																	
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Name(s)	Signature(s)	Date of Signature															
		Y M D															
<p>(13) Address for Service</p>																	
<p>(14) Municipal Address of Property not assigned</p>	<p>(15) Document Prepared by: Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</p>	<p style="text-align: center; font-weight: bold;">Fees and Tax</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%; text-align: center;">60</td> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td>Total</td> <td style="text-align: center;">60</td> </tr> </table>	Registration Fee	60							Total	60					
Registration Fee	60																
Total	60																

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1417-2003

Being a By-law to provide for the sale of a vacant parcel of land located in Part of Lot 1, Concession 11, (former Blenheim) being PART 3 on Reference Plan 41R-7176, to the Ministry of Transportation.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

**AND WHEREAS** Section 268 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides the conditions and procedures to follow when selling lands owned by the municipality.

**AND WHEREAS** Resolution Number 14 enacted on August 6th, 2003, by the Council of the Corporation of the Township of Blandford-Blenheim declared Part of Lot 1, Concession 11 (former Blenheim), being the vacant property described in this by-law, as surplus to the needs of the Township.

**AND WHEREAS** Resolution Number 18 was enacted on September 3rd, 2003, by the Council of the Corporation of the Township of Blandford-Blenheim accepting the offer of the Ministry of Transportation, in the amount of \$3,035.00, to purchase the vacant parcel of land located by the Trussler Road, Township Road 11 and Highway #401.


**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Her Majesty the Queen in Right of the Province of Ontario, Represented by the Minister of Transportation for the Province of Ontario, for Part of Lot 1, Concession 11 (Blenheim) designated as PART 3 on Reference Plan 41R-7176, for the sum of Three Thousand and Thirty-Five (\$3,035.00) DOLLARS.
2. That legal costs associated with the transfer shall be borne by the Ministry of Transportation.

By-law **READ** a **FIRST** and **SECOND** time this 5th day of November, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 5th day of November, 2003.

(SEAL)

  
Donald S. Woolcott, Mayor

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1418-2003

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to A1-G1 the zone symbol of the lands so designated A1-G1 on Schedule "A" attached hereto.
2. That Section 6.4 to By-Law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof.

**"6.4.1 Location: Part Lot 13, Concession 7 (Blenheim), A1-G1**

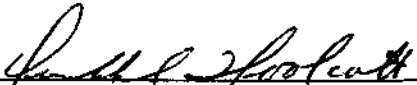
**TIME PERIOD FOR A GARDEN SUITE**

Maximum                                      November 19, 2003 to November 19, 2008."


3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 19<sup>th</sup> day of November, 2003.

READ a third time and finally passed this 19<sup>th</sup> day of November, 2003

  
Donald S. Woolcott, Mayor

(SEAL)

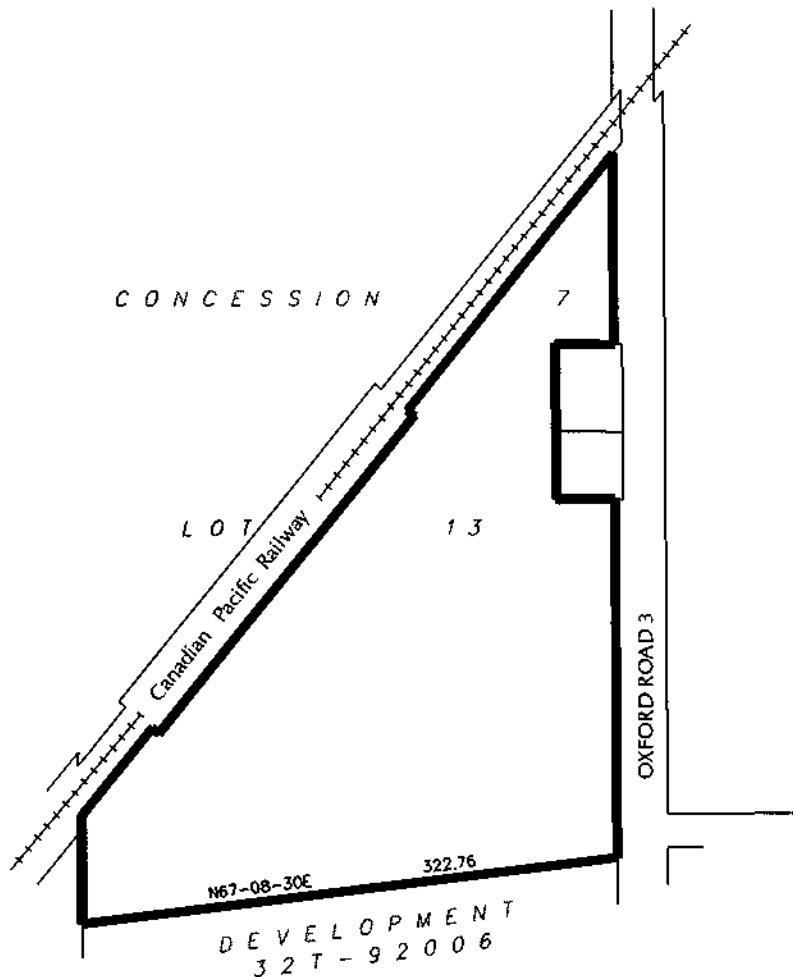
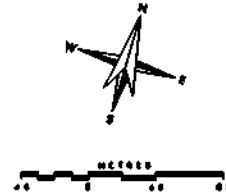
  
Keith Reibling, Clerk-Administrator

# SCHEDULE "A"

TO BY-LAW No. 1418-2003

PART LOT 13, CONCESSION 7 (BLENHEIM)


TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. 1418-2003, PASSED

THE 19th DAY OF November, 2003

 AREA OF ZONE CHANGE TO A1-G1

NOTE: ALL DIMENSIONS IN METRES



Donald S. Woolcott,  MAYOR

Keith Reibling,  CLERK

ZON 1-03-7

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1418-2003

EXPLANATORY NOTE

The purpose of By-Law Number 1418-2003 is to rezone property located on the west side of County Road 3 between Station Street and the C.P. Railway comprising Part Lot 13, Concession 7 (Blenheim) in the Township of Blandford-Blenheim from 'Limited Agricultural Zone (A1)' to 'Temporary Limited Agricultural Zone (A1-G1)'. The zone change will permit the placement of a mobile home on the subject lands as a garden suite for the owner's retired mother-in-law. This by-law permits the said garden suite for a maximum of 5 years. The subject lands are owned by Robert Bruce Ionsen.

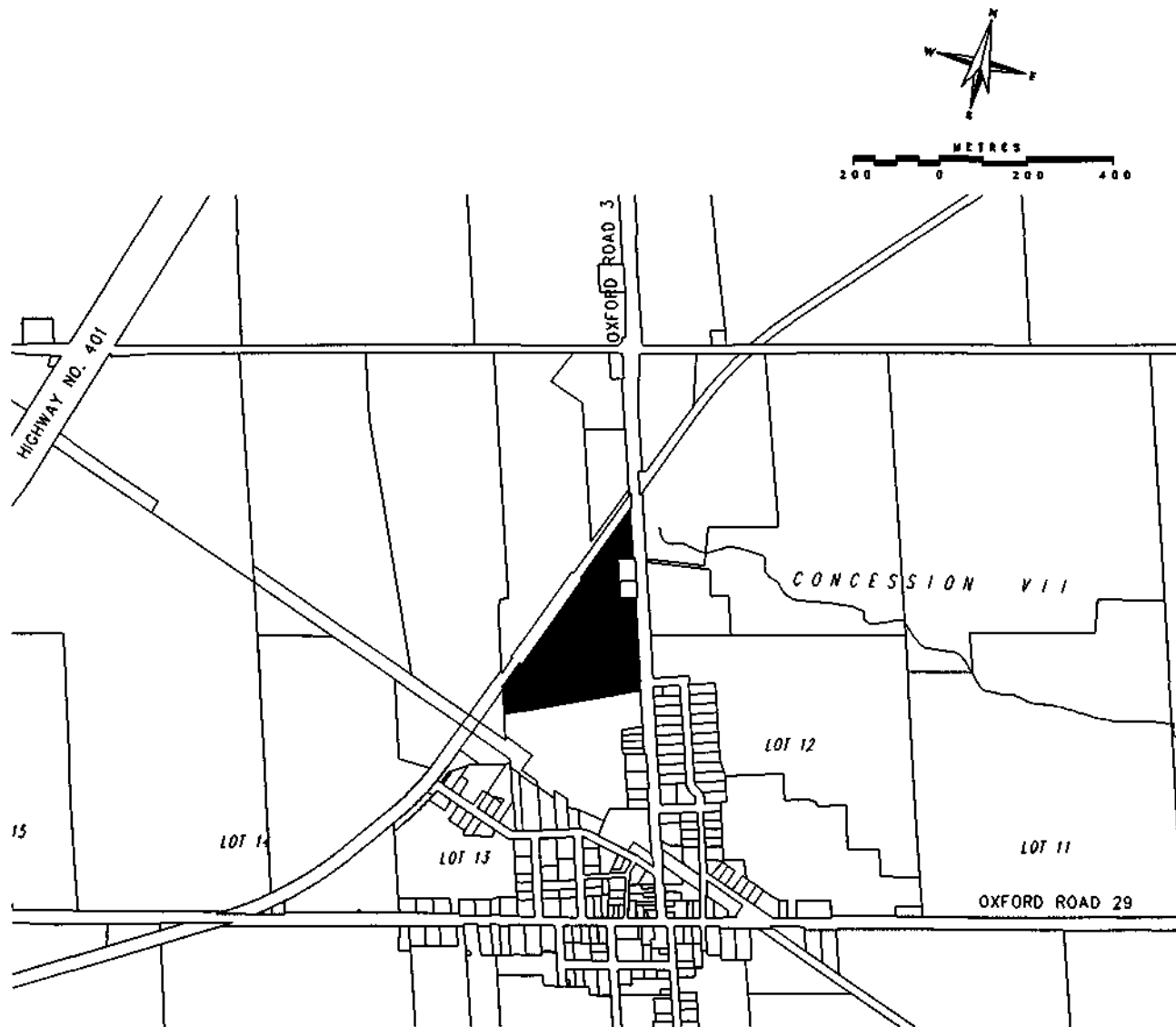
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1418-2003. The public hearing was held on November 19, 2003.

Any person wishing further information relative to Zoning By-Law Number 1418-2003 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



LANDS TO WHICH BY-LAW No. 1418-2003 APPLIES



GeoGraphics  
Information Systems

© 2003

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1419-2003

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to R1-3 the zone symbol of the lands so designated R1-3 on Schedule "A" attached hereto.
2. That Section 11.5 to By-law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof:

**"11.5.3      Location: Part Lot 4, Plan 199 (16 Oxford Street East – Drumbo) R1-3**

- 11.5.3.1      Notwithstanding any provision of this By-law to the contrary, no person shall within any R1-3 Zone use any lot, or erect, alter or use any building or structure for any purpose except for the following:

all uses permitted in Section 11.1 of this By-law.

- 11.5.3.2      Notwithstanding any provision of this By-law to the contrary, no person shall within any R1-3 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

11.5.3.2.1      LOT FRONTAGE

Minimum, for a corner lot, where serviced  
by both public water supply and sanitary sewers      **19.5 m (63.9 ft).**

- 11.5.3.2.2      All of the other provisions of the R1 Zone in Section 11.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 19<sup>th</sup> day of November, 2003.

READ a third time and finally passed this 19<sup>th</sup> day of November, 2003.

  
\_\_\_\_\_  
Donald S. Woolcott, Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, Clerk/Administrator

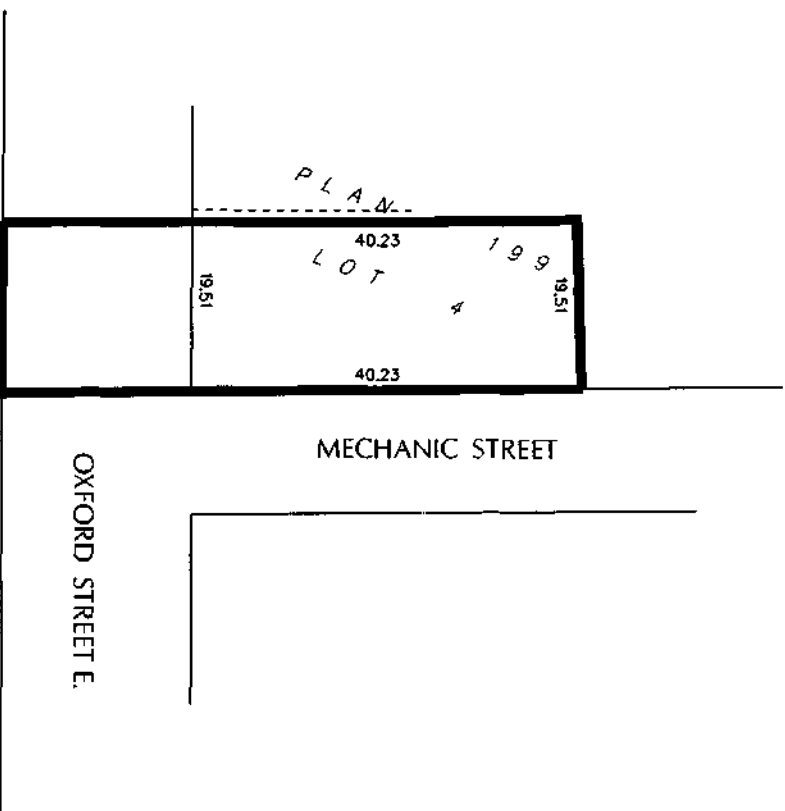


# SCHEDULE "A"

TO BY-LAW NO. 1419-2003

PART LOT 4, PLAN 199

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW NO. 1419-2003, PASSED

THE 19 DAY OF November, 2003

Donald S. Woolcott MAYOR

Keith Reidling CLERK

AREA OF ZONE CHANGE TO R1-3



ZON 1-03-9

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1419-2003

EXPLANATORY NOTE

The purpose of By-Law Number 1419-2003 is to rezone lands located at 16 Oxford Street East, between Mechanic Street and Wilmot Street, being Part Lot 4 Registered Plan 199, in the Village of Drumbo, in the Township of Blandford-Blenheim from 'Recreational Zone (REC)' to 'Special Residential Type 1 Zone (R1-3)' to allow for the development of a single detached dwelling on a corner lot with reduced lot frontage of 19.51 m (64.02 ft). The lands zoned 'R1-3' are owned by the Drumbo Bowling Club.

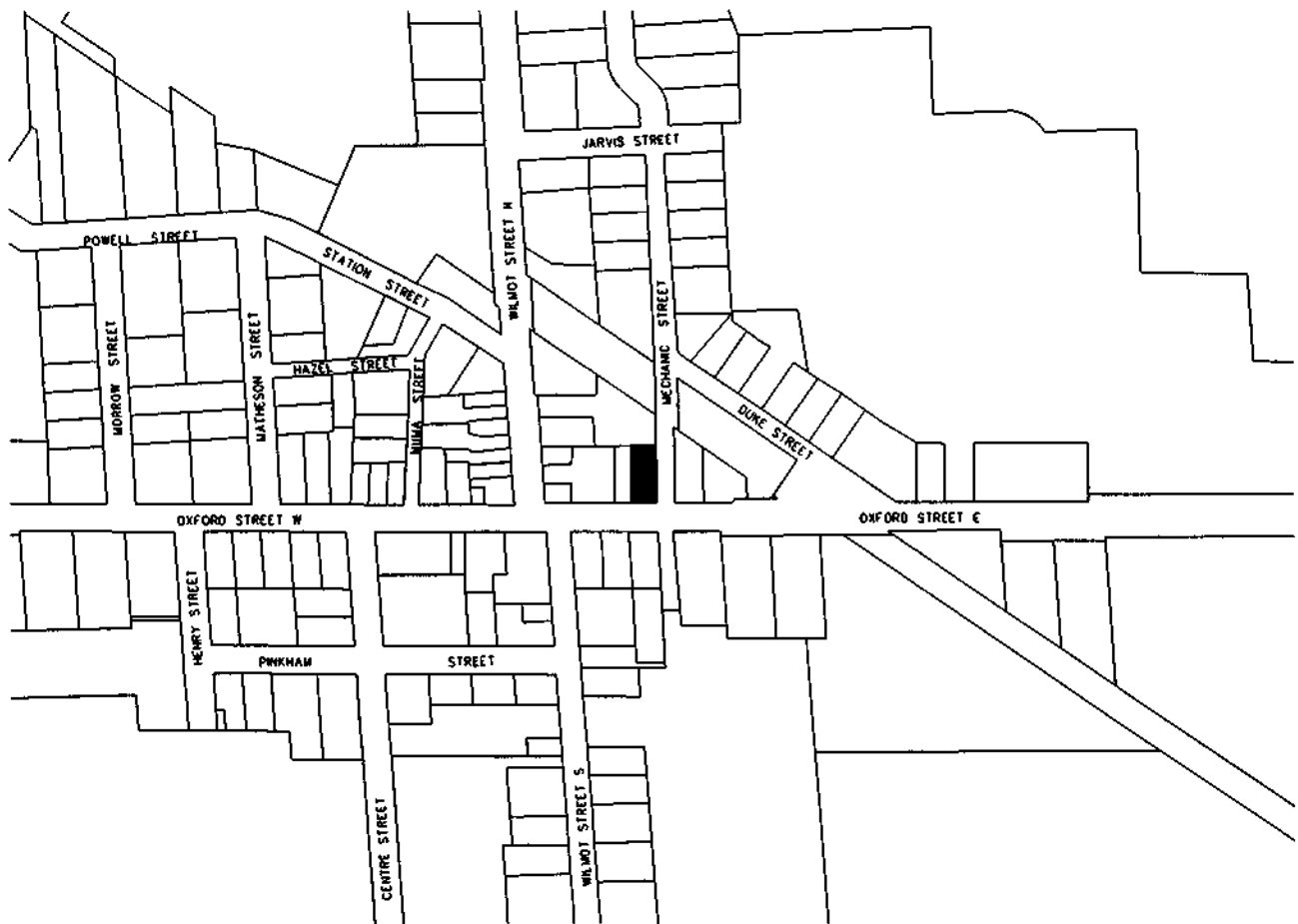
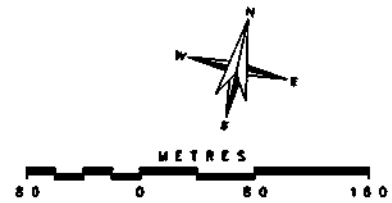
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1419-2003. The public hearing was held on November 19, 2002.

Any person wishing further information relative to Zoning By-Law Number 1419-2003 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP




 LANDS TO WHICH BY-LAW 1419-2003 APPLIES



**GeoGraphics**  
 information systems

© 2003

**THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1420-2003**

Being a By-law to restrict the Weight of Vehicles passing over One (1) boundary road bridge structure in the Township.

**WHEREAS**, the Highway Traffic Act, R.S.O. 1990, Chapter H.8, Section 123, Subsection (2), and amendments thereto, provides that:

"The Municipal Corporation or other authority having jurisdiction over a bridge may by by-law limit the gross vehicle weight of any vehicle or any class thereof passing over such a bridge and the requirements of subsection (1) with respect to the posting up of notice apply thereto,"

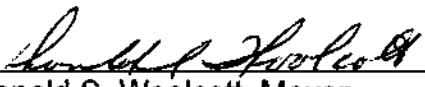
**AND WHEREAS** the Township of Wilmot enacted a By-law, Number 2003-64 on the 3rd day of November, 2003 that restricted the maximum weight on the boundary road bridge to a single posting of 15 tonnes. This weight limit restriction was based on information they had received from their consultant hired to review bridge weight limits.

**NOW THEREFORE** the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:


1. No vehicle or combination of vehicles or any class thereof whether empty or loaded, shall be operated over the bridge situate on the Wilmot-Blenheim Townline (Oxford-Waterloo Road) at Lots 18 and 19, Concession 14 (former Blenheim); Structure No. 3; M.T.O. Site No. 23-0049; where the gross weight of such vehicle or combination of vehicles or any class thereof exceeds - Fifteen (15) TONNES.
2. Any person violating the provisions of this by-law shall be subject to the penalties provided in Section 125 of The Highway Traffic Act.
3. By-law Number 1348-2001, enacted the 1st day of August, 2001, is hereby repealed.
4. This by-law shall become effective immediately upon enactment, and a notice of the limit of weight permitted, legibly printed, has been posted in a conspicuous place at each end of the bridge.

By-law **READ** a **FIRST** and **SECOND** time this 19th day of November, 2003.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 19th day of November, 2003.

  
Donald S. Woolcott, Mayor

(SEAL)

  
Keith Reibling, Clerk/Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1421-2003

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to RR and A1-5 the zone symbol of the lands so designated RR and A1-5 on Schedule "A" attached hereto.
2. That Section 6.5 to By-law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof.

**"6.5.5        Location: Part Lot 5, Concession 3 (Blandford), A1-5**

- 6.5.5.1        Notwithstanding any provision of this By-Law to the contrary, no person shall within any A1-5 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 6.1.

- 6.5.5.2        Notwithstanding any provision of this By-Law to the contrary, no person shall within any A1-5 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

6.5.5.2.1      LOT AREA

Minimum	<b>6.8 ha (16.8 ac)</b>
---------	-------------------------

- 6.5.5.3        That all provisions of the A1 Zone in Section 6.2 to this By-law, as amended, shall apply, and further that all other provisions of this By-law, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 19<sup>th</sup> day of November, 2003.

READ a third time and finally passed this 19<sup>th</sup> day of November, 2003.

  
\_\_\_\_\_  
Donald S. Woolcott, Mayor

(SEAL)

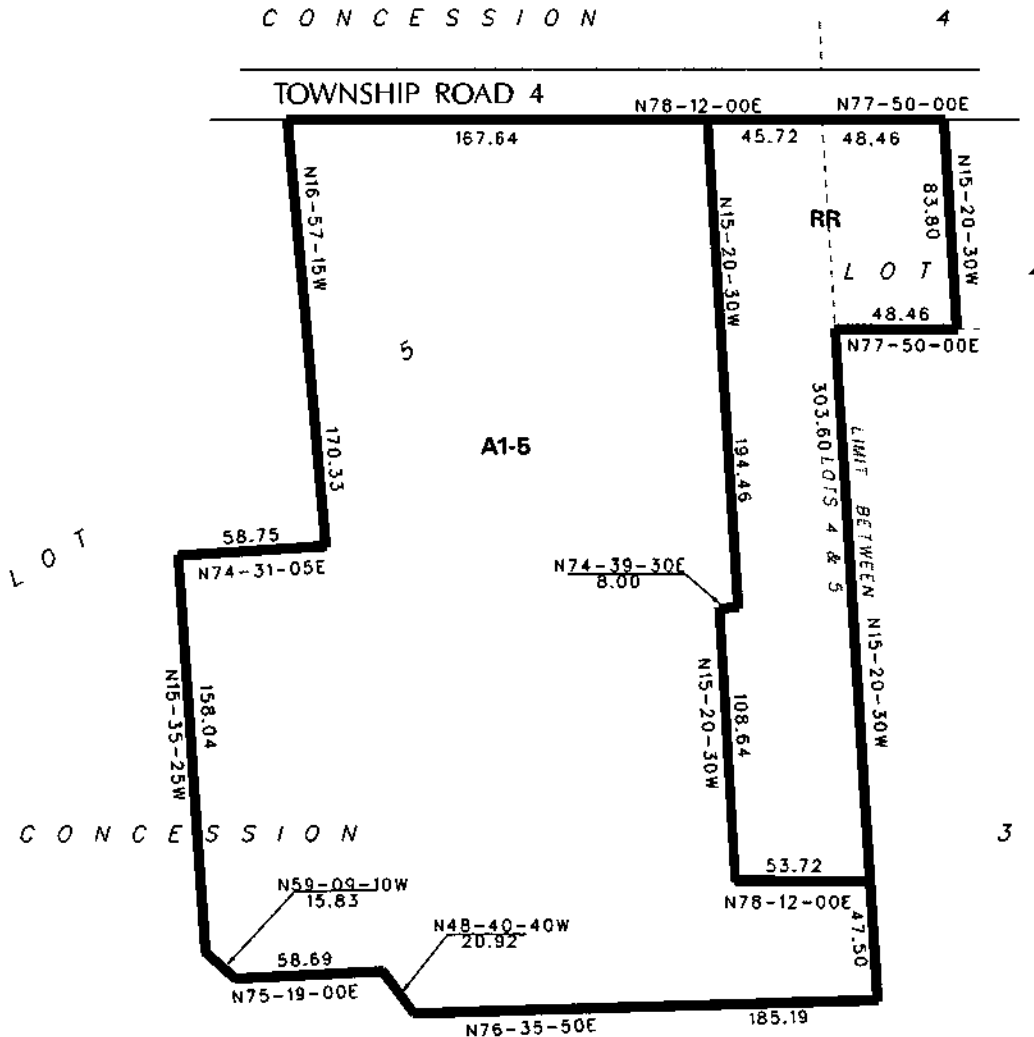
  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

# SCHEDULE "A"

TO BY-LAW No. 1421-2003

PART LOTS 4 & 5, CONCESSION 3 (BLANDFORD)

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. 1421-2003, PASSED

THE 19th DAY OF November, 2003

**RR** AREA OF ZONE CHANGE TO RR  
**A1-5** AREA OF ZONE CHANGE TO A1-5

NOTE: ALL DIMENSIONS IN METRES

*Donald S. Woolcott*  
Donald S. Woolcott MAYOR  
*Keith Reibling*  
Keith Reibling CLERK



GeoGraphics  
Information Systems

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TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1421-2003

EXPLANATORY NOTE

The purpose of By-Law Number 1421-2003 is to rezone lands located on the south side of Township Road 4, between Blandford Road and Highway 401, and comprising Part Lot 5, Concession 3 (Blandford), in the Township of Blandford-Blenheim from 'Residential Existing (RE)' and 'Limited Agricultural Zone (A1)' to 'Rural Residential (RR)' and 'Special Limited Agricultural Zone (A1-5)' to recognize the reduced agricultural lot area and residential lot addition resulting from the approval of consent application #B-131/02. The subject lands are currently owned by Gary W. Brown and John S. Nock and Constance M. Nock

Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1421-2003. The public hearing was held on March 5, 2003.

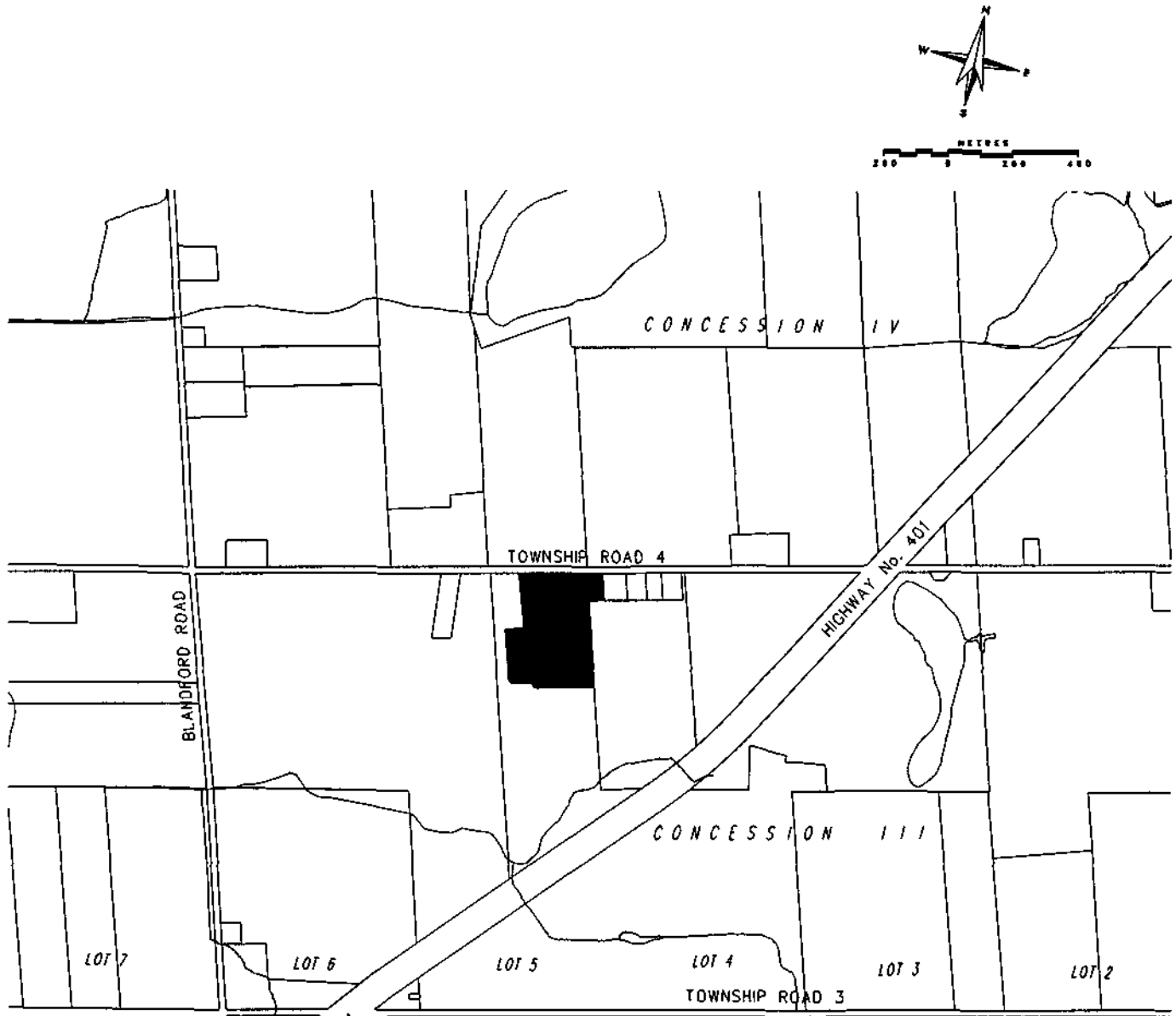
Any person wishing further information relative to Zoning By-Law Number 1421-2003 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347



# KEY MAP



LANDS TO WHICH BY-LAW No. **1421-2003** APPLIES

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1422-2003

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to R1 and A2-12 the zone symbols of the lands so designated R1 and A2-12 on Schedule "A" attached hereto.
2. That Section 7.6 to By-law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof.

**"7.6.12      Location: Lots 44 and 45, Plan 210 and Part Lot 1, Concession 10 (Blandford), A2-12**

- 7.6.12.1      Notwithstanding any provision of this By-Law to the contrary, no person shall within any A2-12 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 7.1.

- 7.6.12.2      Notwithstanding any provision of this By-Law to the contrary, no person shall within any A2-12 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

- 7.6.12.2.1    LOT AREA

Minimum	<b>25.3 ha (62.5 ac)</b>
---------	--------------------------

- 7.6.12.3      That all provisions of the A2 Zone in Section 7.2 to this By-law, as amended, shall apply, and further that all other provisions of this By-law, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 19<sup>th</sup> day of November, 2003.

READ a third time and finally passed this 19<sup>th</sup> day of November, 2003.

  
\_\_\_\_\_  
Donald S. Woolcott, Mayor

(SEAL)

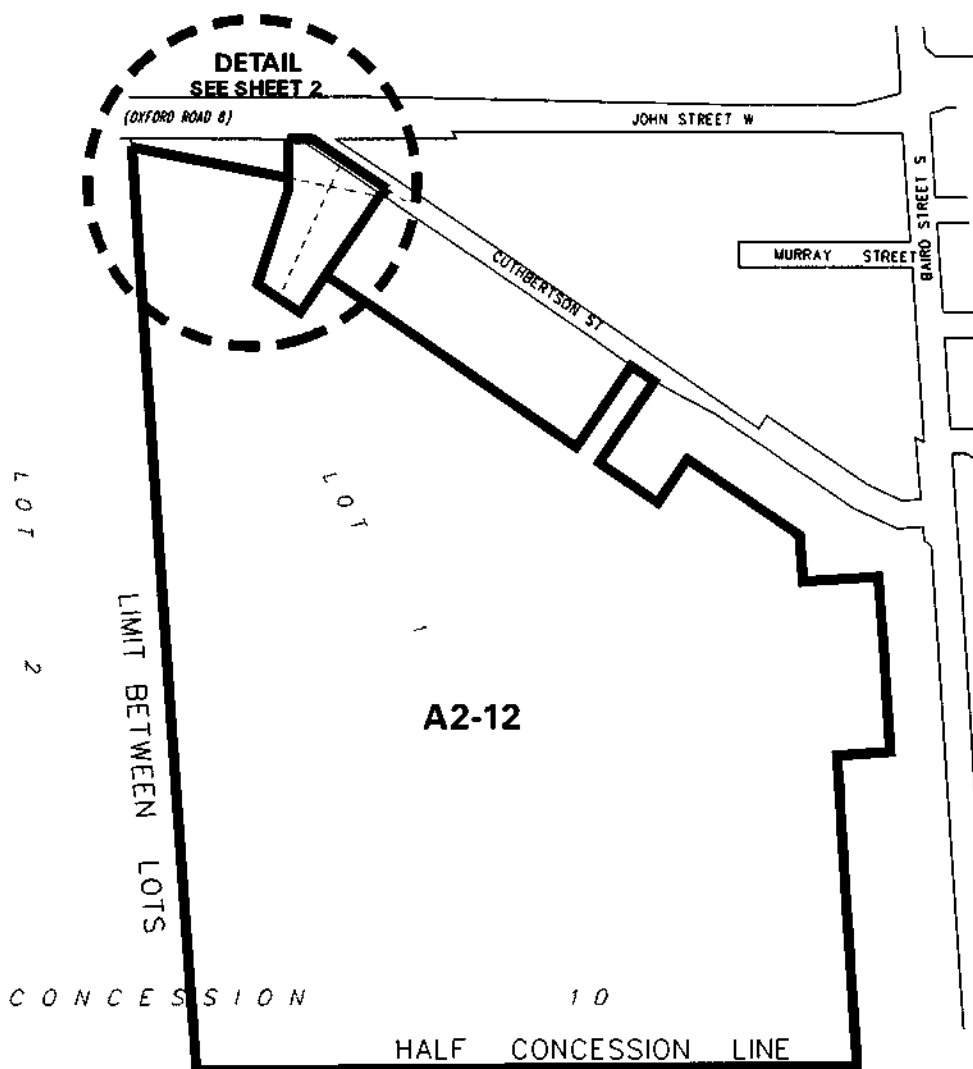
  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

# SCHEDULE "A"

TO BY-LAW No. **1422-2003**

PART LOT 1, CONCESSION 10 (BLANDFORD)  
& PART LOTS 44-46, PLAN 210 (BRIGHT)

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. **1422-2003**, PASSED

THE **19th** DAY OF **November**, 2003

**A2-12**

AREA OF ZONE CHANGE TO A2-12

NOTE: ALL DIMENSIONS IN METRES

*Donald S. Woolcott*  
Donald S. Woolcott MAYOR

*Keith Reibling*  
Keith Reibling CLERK



GeoGraphics  
information systems

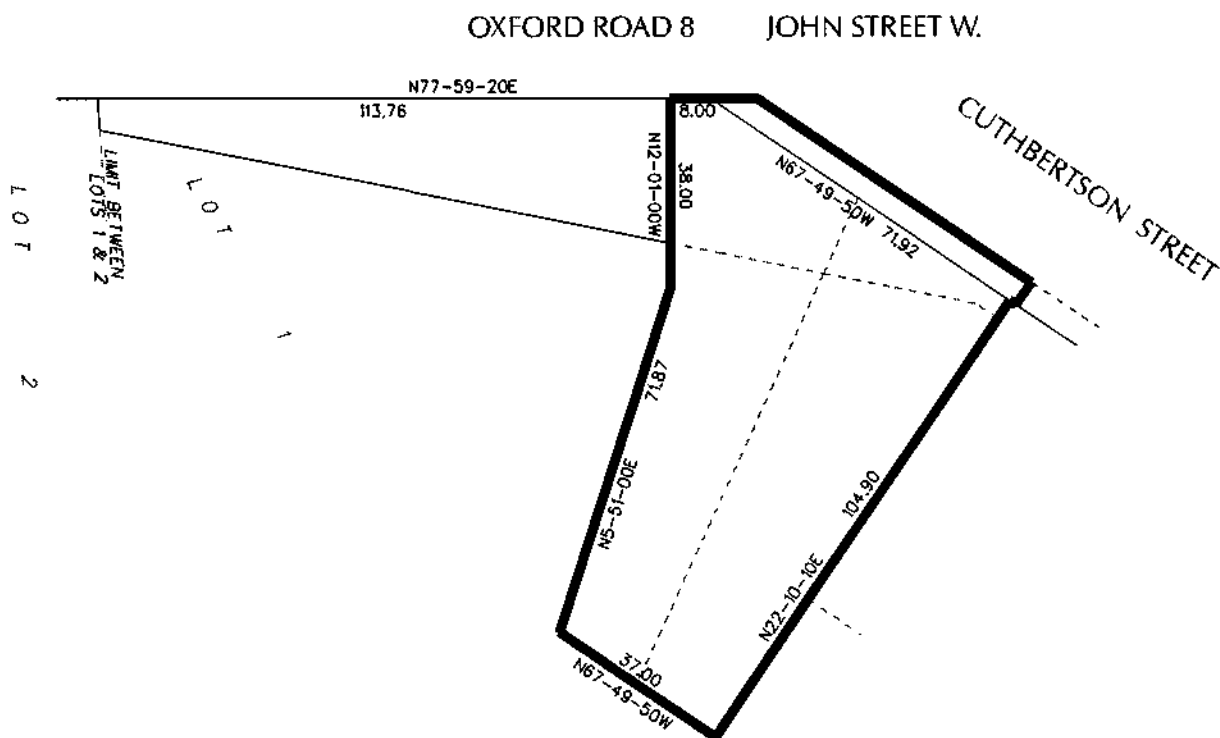
SHEET 1 of 2

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TO BY-LAW No. **1422-2003**

PART LOT 1, CONCESSION 10 (BLANDFORD)  
& PART LOTS 44-46, PLAN 210 (BRIGHT)

A horizontal scale bar labeled "METRES" with markings at 20, 0, 20, and 40.



TO BY-LAW No. 1422-2003, PASSED  
THE 19th DAY OF November, 2003



NOTE: ALL DIMENSIONS IN METRES



**GeoGraphics**  
Innovation. Performance.

**SHEET 2 of 2**

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Donald S. Woolcott MAYOR  
Keith Reibling CLERK

ZON 1-03-2

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1422-2003

EXPLANATORY NOTE

The purpose of By-Law Number 1422-2003 is to rezone lands located on the south side of Oxford Road 8, west of Cuthbertson Street (Village of Bright), and comprising Lots 44 and 45, Plan 210 and Part Lot 1, Concession 10 (Blandford), in the Township of Blandford-Blenheim from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-12)' to recognize the reduced lot area resulting from the approval of consent applications #B-25/01 and #B-9/03. The subject lands are currently owned by David C. Piggot and Kim A. Piggot

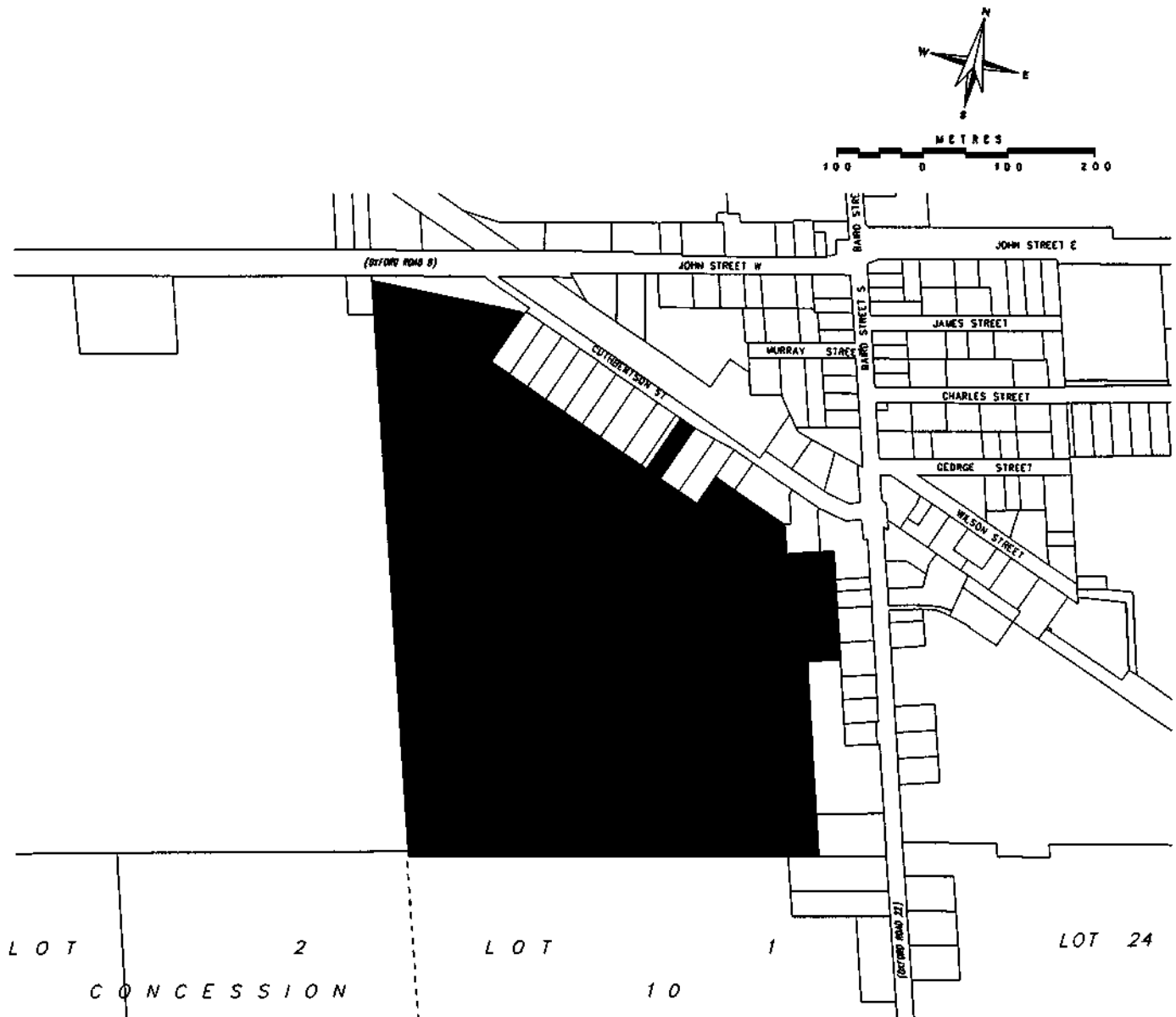
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1422-2003. The public hearing was held on May 21, 2003.

Any person wishing further information relative to Zoning By-Law Number 1422-2003 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



LANDS TO WHICH BY-LAW No. **1422-2003** APPLIES